

Lonsec – Platform Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

1. DEFINITIONS

Act means the Corporations Act 2001 (Cth).

Authorised User means any user granted access by Us to the Platform.

Intellectual Property Rights mean all current and future copyright and neighbouring rights (including moral rights), all rights in relation to inventions (including patents), registered and unregistered trademarks, business names, domain names, registered and unregistered designs, uploaded files, designs, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts, databased analysis, reports, circuit layouts, confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Lonsec/ We / Us/ Our etc means **Lonsec Holdings Pty Ltd** ABN: 41 151 235 406 and any of its related body corporate as defined in the Act, employees, officers, agents or assignees.

Platform means any platform operated by Us including:

<https://irate.lonsec.com.au> (**iRate**).

<https://portal.implementedportfolios.com.au> (**IPConnect**).

Related Body Corporate has the same meaning given to it in the Act.

Terms mean these Platform Terms and Conditions.

You/Your means you, the user of any Platforms and includes the organisation that You represent.

2. ACKNOWLEDGEMENT

You acknowledge that:

- a) these Terms are in addition to any other agreement You have with Lonsec for the use of the services available via this Platform.
- b) as an Authorised User, these Terms govern Your access and use of the Platform.
- c) the content on the Platform maybe owned and serviced by one or more Related Body Corporate of Lonsec at any point in time.
- d) by accepting these Terms, You warrant that you hold a current Australian Financial Services Licence (**AFSL**) or You are authorised by, employed by or otherwise affiliated with an AFSL holder.
- e) You have read these Terms in conjunction with Our Privacy Statement, Website Terms of Use and other website disclaimers and any additional terms and conditions which may from time to time apply to Your access and use of the Platform (**Supplemental Terms**) and which can be found on our website - <https://www.lonsec.com.au/important-documents/>.
- f) These Terms are legally binding between You and Lonsec.

3. ACCESS TO THE PLATFORM

- a) By entering into a formal and separate agreement with Us for the use of the Services that are made available via this Platform and upon You accepting these Terms, We will provide You, in writing, your individual log in details to access the relevant Platform (**Access Code**)
- b) The Access may include user details such as name, email, or client number and a password and any other identifier which We consider necessary from time to time and which we provide to You in writing.
- c) As an Authorised User of the Platform, it is important that You:
 - i. keep the record of the Access Code secure and protected;
 - ii. keep only one record of Your Access Code;
 - iii. keep the record of any log in details such as Your client number or and password separate from each other;
 - iv. do not share Your Access Code with anyone whatsoever; and
 - v. do not allow any other person to read, watch You enter or view Your Access Code at any time.
- d) You agree that You will not provide access to the Platform and/or any content or part thereof to any other person.
- e) You will not transfer Your access the Platform to any person without Our prior written consent, such consent to be given or withheld in Our absolute discretion.
- f) You must promptly notify us in writing where Your authorisation or employment by or affiliation with an AFSL holder has changed or ceased and You agree to immediately cease any access to the Platform using Your existing Access Code once you cease to be or affiliated with an AFSL holder.
- g) We may cancel Your access and use of the Platform at any time without notice if we reasonably believe the Access Codes have been used or will be used in a way that is contrary to these Terms or will cause confidential or private information to be unduly disclosed without proper authorisation.
- h) You agree to notify us in writing as soon as practicable if You lose Your record of the Access Code.

4. PERMITTED USE OF THE PLATFORM

- a) Your access and use of the Platform is for Your sole use and benefit only.
- b) You acknowledge and agree that Your right to access and use the Platform is for the purpose of providing financial planning advice to Your clients and for Your internal business use and analysis only.
- c) Your access and use of the Platform does not entitle You to acquire any ownership of or title to the Platform and/or any of the content or the outputs. You agree that You will only access and use the Platform in accordance with these Terms at all times and in accordance with all applicable laws, rules and regulations.
- d) You agree to notify Us in writing as soon as practicable upon becoming aware of any unauthorised access or use of the Platform.

5. RESTRICTIONS

- a) The data, analysis, reports and presentations included available via the Platform must not, without Our prior written consent, be sold, re-circulated, redistributed, retransmitted or published by You to any other person.
- b) Other than as permitted by Australian law, no part of the Platform or content may in any form or by any means (electronic, mechanical, micro copying, photocopying, recording or otherwise) be reproduced, stored in a retrieval system or transmitted without Our prior written consent or except as part of the process of providing advice to clients.
- c) You will not:
 - i. reverse engineer, decompile or disassemble the Platform content;
 - ii. rearrange or modify any Platform content or any part thereof;
 - iii. create abstracts from, scrape or display our content for use on any other website;
 - iv. post or upload any Platform content to any social media sites including without limitation any web blogs, chats, podcasts, newsgroups, mail lists or any electronic bulletin boards.
- d) You may not receive monetary payments from clients in return for the provision of any of the Platform content, other than as part of the process of providing advice to clients.
- e) The Platform and any output from it, is solely and exclusively for Your use and may not be used in any manner which is unlawful, or which is inconsistent with these Terms.
- f) You must only disclose, make available, allow access or use of the software, contents or any output of information contained on the Platform in accordance with these Terms.
- g) You agree that You will not use, nor will You allow or authorise any third party to use, the Platform for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with these Terms.

6. INTELLECTUAL PROPERTY

- a) All Intellectual Property Rights made available to You through Your access and use of the Platform remain Our property or the property of our advertisers and licensors (as the case may be) and are protected by copyright and intellectual property laws at all times.
- b) You must not use Our Intellectual Property in any manner that creates, or may reasonably be expected to create, the impression that such property including names or marks belong to You and You expressly acknowledge that You have no rights of ownership in, or to the use of, Our Intellectual Property.
- c) You must not use or replicate our copyright material from the Platform other than as permitted by law or with our prior written consent which can be given or withheld in our absolute discretion.
- d) Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a Licence Agreement.
- e) All trademarks, brands and names appearing on the Platform are the property of their respective owners. Nothing contained on this Website is intended to grant any express or implied right to You to use or exploit any patent, copyright, trademark or trade secret information.
- f) If You wish to use content, images or any other identifier of our Intellectual Property from the Platform, You must submit Your request to us in writing at the following email address:
info@lonsec.com.au
We may provide or withhold our consent to Your request in our absolute discretion.

7. COPYRIGHT

- a) You must comply with all proprietary and copyright notices on the Platform. The Platform is owned by Lonsec and subject to copyright. The information on the Platform is protected under Australian copyright laws.
- b) Subject to provisions of the Copyright Act 1968 (Cth), You must not in any form or by any means;
 - i. copy, adapt, reproduce, broadcast, store, transmit, distribute, print, publish or create derivative works from any information or material on the Platform;
 - ii. alter, decompile, disassemble, reverse engineer or modify any material or information that You receive from the Platform, or which can be accessed through the Platform;
 - iii. remove any copyright, trademark, logo, or other notices of Intellectual Property or removerights included in or accompanying the Platform.
 - iv. use or apply, for commercial purposes any material or information on the Platform without the prior written consent of Lonsec, such consent to be given or withheld in Our absolute discretion.
- c) The Platform may also contain third party supplied material that is subject to copyright. Any such material is the intellectual property of that third party or its content providers. The same restrictions applying above to Lonsec copyrighted material, applies to such third-party content.
- d) Any software (where applicable) or content which You download from the Platform is governed exclusively by the licence terms accompanying the file or the terms of the Licence Agreement which accompanied the original product licensed by You which You are updating. By downloading such software You agree to comply with the terms of the relevant licence. You must not reproduce or redistribute any software otherwise than in accordance with the relevant software licence.

8. BREACH OF TERMS

- a) If You breach these Terms, We may, in Our absolute discretion:
 - i. suspend and/or cancel Your access and use of the Platform;
 - ii. exercise any other rights, powers, and remedies available to Us under these Terms, our agreement with You or at law.
- b) We also reserve the right to restrict or terminate Your access to the Platform if, in our reasonable opinion, Your use of the service may violate any laws, regulations or rulings, infringe upon another person's rights or violate these Terms.

9. AUDIT RIGHTS

1. Lonsec:

- a) Has the right to audit You on at least ten (10) Business Days' notice and during normal business hours to verify whether You are complying in all respects with your obligations under these Terms;
- b) If access is required to undertake the audit, You will provide Lonsec with such access to Your premises and facilities as may reasonably be required to allow Lonsec to perform the audit;
- c) May take copies of the Your records and books only for the purposes of the audit. Those copies will remain the Your Confidential Information;
- d) Will not audit more than once in every 12 months unless Lonsec:
 - i. has cause to suspect or an audit reveals that You are non-compliant; or

- ii. where required to do so by a third-party provider.

1.1 Audit Costs

Lonsec will bear the cost of each audit, unless the audit demonstrates that You are in material breach of Your obligations under this Agreement, in which case the cost shall be borne by You.

1.2 Attestation

Lonsec may at its discretion, waive its right to audit in accordance with this clause 9 and alternatively require You to provide, upon request, an annual attestation in form agreed by Lonsec which states that:

- a) Your use of the Platform complies with these Terms;
- b) You are complying with the Privacy Law; and
- c) You are complying in all other respects with its obligations under these Terms.

10. RECORD RETENTION

- a) You must maintain all records and, subject to applicable laws, provide all information required to meet Your record keeping, reporting and payment obligations to Us including, without limitation, provide a list of locations in which the Platform content is received or the Platform accessed,
- b) If requested by Us, You must report monthly the number of Devices used to access the content on the Platform and/or where applicable the number of any other users of the Platform which You may be aware or ought to be aware.

11. THIRD PARTY DATA

- a) You must maintain all records and, subject to applicable laws, provide all information required to meet Your record keeping, reporting and payment obligations to Us including, without limitation, provide a list of locations in which the Platform content is received or the Platform accessed,
- b) We may rely on information provided to Us by third parties in providing the contents on the Platform. While We aim to provide quality information, You acknowledge and agree that:
 - i. we do not independently check all information supplied to Us by third party providers;
 - ii. the compilation of information on the Platform may be out of date;
 - iii. because some content on the Platform is comprised of and is based on information obtained from public sources and other third-party providers, where possible, We will indicate in the content the reference to the relevant third-party provider
 - iv. We are under no obligation to verify the accuracy or completeness of information obtained from public sources or third party providers.

Subject to Our compliance with Our obligations under our agreement with You and under Australian Laws, it is Your responsibility to assess the information We provide on the Platform, and for the decisions made by You regardless of whether You have based them on the information provided on the Platform.

12. THIRD PARTY WEBSITES

- a) We make no representation or warranty about any other website (Third Party Website) which You may access through the Platform.
- b) Any link to a Third-Party Website is provided as a convenience to users of the Platform.
- c) Third-Party Websites are independent from the Platform and Lonsec:
 - i. has no control over the content of any such Third Party-Website;
 - ii. is not responsible in any way for the accuracy of any information on any Third-Party Website;

and

- iii. does not monitor or review the content of any Third-Party Website.
- d) You must take Your own precautions to ensure that any Third-Party Website that You may access through a link from the Platform is free from viruses, worms, trojan horses, spyware/ malware and other material of a destructive nature.
- e) You acknowledge that third parties may post statements or other information on parts of the Platform from time to time (**Third Party Posted Material**). We do not and will not monitor or review any Third Party Posted Material and We:
 - i. make no representation to You in respect of the accuracy, quality, legality, ownership or any other aspect of any Third Party Posted Material; and
 - ii. expressly disclaim any liability for all Third Party Posted Material.
- f) Without limitation, We are not liable to You or any other person for any direct, indirect, special or other consequential damages arising out of any use of this Platform, any other hyperlinked website, any Third- Party Website or any Third Party Posted Material, and including without limitation, any loss of profits, business interruption, loss of programs or other data on information handling systems or otherwise, even if We expressly advised of the possibility of such loss or damage.
- g) You must indemnify and keep indemnified Lonsec in respect of all loss and expenses suffered by You as a result of any use or exploitation by You of any Third-Party Posted Material or any Third-Party Website or both.

13. WARRANTIES

- a) To the extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations, whether express or implied, statutory or otherwise, in connection with the Platform or its use (including, without limitation, Our performance of these Terms and any warranty of merchantability or fitness for a particular purpose) are excluded.
- b) We do not warrant:
 - i. that the Platform or its contents will be free of computer viruses or will not adversely affect Your computer system or cause other technical problems.
 - ii. that Your access to the Platform will be uninterrupted, continuous or fault-free at all times.
 - iii. the completeness and accuracy of the content on the Platform or its usefulness for any particular purpose.
- c) Without limiting the above, You acknowledge and agree that:
 - i. the information available through Platform does not constitute accounting, legal or tax advice;
 - ii. some information available through the Platform may be of a factual and a general nature and has not been prepared to take into account any individual's particular objectives, financial situation or particular needs;
 - iii. some information available through the Platform may also contain general financial product advice and that advice is provided to the Authorised User only and not to any other persons.
 - iv. the contents of the Platform or any parts thereof may not be suitable or relevant for use

outside of Australia.

- v. it is Your responsibility to ensure that the information available through the Platform and the Platform meets Your specific needs and requirements, and those of Your financial advice clients (where relevant)
- d) We do not provide financial product advice or recommend any financial products or services either expressly or implied and that We do not recommend, represent as suitable or endorse any financial product or service available through the Platform;
- e) It is Your responsibility to ensure that where reference is made to a particular financial product that You should obtain a Product Disclosure Statement (PDS), Target Market Determination (TMD) or any other relevant or required disclosure document relating to that product and consider the PDS, TMD or other relevant or required disclosure document before making any decisions about the product;
- f) It is Your responsibility to ensure You (and any person under Your control or authorisation) understands the content available on the Platform and the context in which it is to be applied.
- g) The contents of the Platform or parts thereof may not be suitable or relevant for use outside of Australia.

14. INDEMNITY

You indemnify and will keep Us indemnified in respect of any and all damage, loss, costs, charges, interest and expenses suffered or incurred by Us as a result of Your access and use of the Platform and any breach of these Terms by You or any third party claiming through You, including, without limitation, enforcing or attempting to enforce all or any of Our rights, powers or remedies arising pursuant to these Terms, except to the extent caused by Lonsec's negligent act or omission.

15. LIMITATION OF LIABILITY

- a) To the maximum extent permitted by law, Lonsec gives no representation or warranty in relation to the Platform.
- b) Where conditions or warranties are implied or other rights are given in respect of these Terms under the Competition and Consumer Act 2010 (Cth) or any other laws (including State and Territory legislation), they are, to the extent permitted by such laws, excluded from these Terms. Where such implied conditions or warranties are not able to be excluded, Lonsec's liability for any breach of such condition or warranty will, if and to the extent permitted by such laws, and subject to any qualifications appearing in such laws, be limited to the re-supply of the information provided on this Platform.
- c) We will not be held liable for any instances resulting in the interruption or unavailability of the Platform, except where caused by Lonsec's negligent act or omission.

16. CONFIDENTIALITY AND PRIVACY

- a) The use of any personal information You have provided Us with, or that we have collected and retained relating to Your use of the Platform, is governed by Our Privacy Policy.
- b) By using the Platform, You are agreeing to Our Privacy Policy.
- c) To view Our Privacy Policy and read more about why We collect personal information from You and how We use that information, Please refer to Our Privacy Policy for more information at <https://www.lonsec.com.au/important-documents/>.
- d) We will take such reasonable precautions as may be necessary to ensure that information

concerning Your personal information transmitted to Us will remain confidential and protected from unauthorised access, but Lonsec will not be liable for any unauthorised access by any means to that information.

- e) We will only use Your Personal Information in accordance with Our privacy policy and will not sell, trade, or rent Your personal information to others.

17. USE OF COOKIES AND SIMILAR TECHNOLOGIES

1. We use cookies and other technologies (collectively “Cookies”) to:

- a) Recognise Your browser or device,
- b) Receive and store certain types of information whenever You interact with Us or third parties that use Our Services,
- c) Learn more about Your interests, and
- d) Provide You with essential features and services.

1.1 Our use of Cookies includes:

- a) Recognising You when You sign-in to use of the Platform - This allows Us to provide You with product recommendations. Display personalised content and provide other customized features and services
- b) Customising Your Platform experience
- c) Keeping track of Your specified preferences
- d) Conducting research and analysis to improve content, products and services
- e) Preventing fraudulent activity
- f) Improving security
- g) Delivering content including ads, relevant to Your interest and third part sites
- h) Reporting - This allows Us to measure and analyse the performance of Our services

You can manage the use of Cookies (including advertising cookies) directly through Your browser settings.

If You do not wish to receive cookies, You can change the settings of Your browser to refuse all cookies or to notify You each time a cookie is sent to Your computer, giving You the choice of whether to accept it or not.

The following categories of Cookies are used on the Platform.

Necessary Cookies – these are essential to enable You to browse around the Platform and use its features.

Performance Cookies – these collect information about how You use the Platform. For example: which page You visit most. This data may be used to help Us optimise Our services to make them easier for You to navigate. If applicable, these cookies are also used to let affiliates know if You came to one of Our websites or Platform from an affiliate site and if Your visit resulted in the use or purchase of a product or service from Us, including details of the product or service purchased. These Cookies don't collect information that identifies You. All information is aggregated and is anonymous.

Functionality Cookies – These Cookies allow Our website to remember choices You make while

browsing. The information these Cookies collect will not personally identify You.

Cookies are important to the proper functioning of a site. Without use of certain Cookies You may not have access to certain features of the site, including access to Your profile or account and certain personalised content. Removing all Cookies from Your computer could also affect Your subsequent visit to the Platform.

18. AMENDMENTS TO TERMS

- a) We may revise, update, or alter these Terms and the Platform at any time.
- b) You will be notified in writing of any revisions and alterations made to the Platform or these Terms and We may require You to read and accept the revised terms and conditions,
- c) You are responsible for reviewing this Platform from time to time to ensure compliance.
- d) If We make a request to You to stop using the Platform or to promptly return or destroy copies of information provided on the Platform, You must immediately comply with that request, and confirm in writing to Us within five (5) business days after that request, that You have done so.
- e) Your use of the Platform means You accept these Terms. If You do not agree with these Terms, please contact Lonsec by emailing: support@lonsec.com.au immediately and discontinue any further use of the Platform.

19. GOVERNING LAW

These Terms are governed by and are to be construed in accordance with the laws in force in the Commonwealth of Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Australia and any courts which have jurisdiction to hear appeals from any of those courts and You waive any right to object to any proceedings being brought in those courts