

# iRate Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

## 1. WHEN DO THESE TERMS AND CONDITIONS APPLY

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These terms and conditions (**Terms**) are a legally binding contract between **You** or the organisation You represent (**You, Your**) and **Lonsec Research Pty Ltd** (ABN 11 151 658 561 AFSL 421445) and its related bodies corporate (as defined in the Corporations Act 2001 (Cth.)) (**Lonsec, Us, We, Our**).

These Terms and Conditions are in addition to any agreement You may have with Lonsec and govern Your use of the Lonsec iRate Online Website (**Website**) which is the delivery platform for the services provided under Lonsec iRate (**iRate**).

By accepting these Terms, You warrant that You hold a current Australian Financial Services Licence (**AFSL**) or you are authorised, employed or otherwise affiliated with an AFSL holder.

You should read these Terms in conjunction with Our privacy statement, website copyright statement and other website disclaimers and any additional terms and conditions which apply to Your access and use of the iRate (**Supplemental Terms**), on our website at <https://www.lonsec.com.au/important-documents/>.

## 2. ACCESS TO iRATE

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1. iRate is a digital subscription service accessed at [www.irate.lonsec.com.au](http://www.irate.lonsec.com.au)
2. On acceptance of these Terms by You, We will provide You with an access code to access iRate. An access code refers to Your client number and Your password. It is important that You:
  1. keep Your record of the access code secure and protected;
  2. keep only one record of Your access code;
  3. keep Your record of the password, client number or confidential identification details You have provided, separate from each other;
  4. do not share Your access code with anyone; and
  5. do not allow unauthorised person to read, watch You enter or view Your access code.
3. You agree that You will not provide access to the iRate content or any part thereof to anyone.
4. You will not transfer Your access to iRate to anyone without Our prior written consent, such consent to be given or withheld in Our absolute discretion.
5. You must immediately notify us in writing where Your authorisation, employment or affiliation with an AFSL holder has changed or ceased and You agree to immediately cease to access iRate using Your existing access code.
6. We may cancel Your use of iRate at any time without notice if we 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 released.
7. You agree to notify us in writing as soon as practicable if You lose Your record of the access code.

## 3. USE

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1. Your access and use of iRate is for Your benefit only.
2. You acknowledge and agree that Your right to access and use iRate is only for the purpose of providing financial planning advice to Your clients and for internal business use and analysis.
3. Your access and use of iRate does not entitle You to acquire any ownership of or title to iRate or any of its content or output.
4. You agree that You will only access and use iRate in accordance with these Terms.
5. You agree to notify Us in writing as soon as practicable upon becoming aware of any unauthorised access or use of iRate.

## 4. YOUR SUBSCRIPTION

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[This clause 4 ONLY APPLIES if You are directly paying for Your Subscription. It does not apply to You if You are an Authorised User of iRate.]

1. Fees
  1. You agree to pay Us the subscription fees and any other charges incurred in connection with the selected subscription, including any applicable taxes as applicable.

2. Subscription fees are due at the beginning of Your subscription or renewal, which at our discretion, may or may not include a free trial period.
  3. We reserve the right to amend the subscription fees from time to time.
  4. All prices are expressed in Australian Dollars (exclusive of GST).
2. Payment of Fees
1. Payment for Your subscription can be made by credit card or direct debit request.
  2. If You so authorise, Our payment provider will activate a subscription to enable automatic payment of future subscription periods through the same card.
  3. A tax invoice for Your subscription will be provided via email on the processing of Your payment.
  4. Once You have successfully made payment, You will receive a welcome email from Us confirming Your details and setting out Your subscription details, the amount You paid and Your payment method. This may also be used as a payment receipt or tax invoice.
3. Renewal

Unless otherwise stated, credit card subscriptions will renew automatically at the conclusion of Your subscription period at the then full retail price or previously agreed discounted price, unless we terminate or You cancel Your subscription.

#### 4. Cancellation

You may cancel Your subscription at any time by giving us at least 30 days prior written notice and emailing Your request to: [support@lonsec.com.au](mailto:support@lonsec.com.au)

#### 5. Refunds and Suspensions

1. Unless We agree with You in writing otherwise, You acknowledge and agree that:
  1. all fees and charges payable for any subscription are non-refundable;
  2. the unexpired terms of any subscription cannot be suspended.
2. Lonsec may at its sole discretion suspend Your subscription should You fail to make payment in accordance with this clause 4.

### 5. RESTRICTIONS

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1. The data, analysis, reports and presentations included in iRate must not, without Our prior written consent, be sold, re-circulated, redistributed, retransmitted or published by You to any other person.
2. Other than as permitted by Australian law, no part of the iRate 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.
3. You will not:
  1. reverse engineer, decompile or disassemble the iRate content;
  2. rearrange or modify any iRate content or part thereof;
  3. create abstracts from, scrape or display our content for use on any other website;
  4. post or upload any iRate content to web blogs, chat rare, newsgroups, mail lists or electronic bulletin boards.
4. You may not receive monetary payments from clients in return for provision of any of the iRate content, other than as part of the process of providing advice to clients.
5. iRate and any output from it is solely and exclusively for Your use and the persons described in paragraph (a) and may not be used in any manner which is unlawful or which is inconsistent with these Terms.
6. You must only:
  1. disclose;
  2. make available;
  3. allow access to; or
  4. allow use of,

the software, contents, any output of or information contained in iRate in accordance with these Terms.

### 6. INTELLECTUAL PROPERTY

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1. **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,

dated, analysis, reports, circuit layouts, confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

2. All Intellectual Property Rights available through Your use and access of iRate remain Our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws at all times.
3. You shall 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.
4. All trademarks, brands and names appearing on this Website 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.

## **7. COPYRIGHT**

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1. You must comply with all proprietary and copyright notices on this Website. This Website is owned by Lonsec and subject to copyright. The information on this Website is protected under Australian copyright laws.
2. Subject to provisions of the Copyright Act 1968 (Cth), You must not in any form or by any means;
  1. copy, adapt, reproduce, broadcast, store, transmit, distribute, print, publish or create derivative works from any information or material on this Website;
  2. alter, decompile, disassemble, reverse engineer or modify any material or information that You receive from this Website or which can be accessed through this Website;
  3. remove any copyright, trademark, logo or other notices of Intellectual Property or remove rights included in or accompanying iRate and the Website.
  4. use or apply, for commercial purposes any material or information on this Website without the prior written consent of Lonsec.
3. This Website 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.
4. Any software or content which You download from iRate or the Website 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**

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1. If You breach these Terms, We may, in Our absolute discretion:
  1. suspend and/or cancel Your access to iRate;
  2. exercise any other rights, powers and remedies available to Us under these Terms, the Agreement or at law.
2. We also reserve the right to restrict or terminate Your access to or the iRate if, in our opinion, Your use of the service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

## **9. THIRD PARTY WEBSITES**

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1. We make no representation or warranty about any other website (Third Party Website) which You may access through this Website.
2. Any link to a Third Party Website is provided as a convenience to users of this Website.
3. Third Party Websites are independent from this Website and Lonsec:
  1. has no control over the content of any such Third Party Website;
  2. is not responsible in any way for the accuracy of any information on any Third Party Website; and
  3. does not monitor or review the content of any Third-Party Website.
4. You must take Your own precautions to ensure that any Third Party Website that You may access through a link from this Website is free from viruses, worms, trojan horses, spyware/ malware and other material of a destructive nature.
5. You acknowledge that third parties may post statements or other information on parts of this Website from time to time (Third Party Posted Material). We do not and will not monitor or review any Third Party Posted Material and We:
6. makes no representation to You in respect of the accuracy, quality, legality, ownership or any other aspect of any Third Party Posted Material; and
7. expressly disclaim any liability for all Third Party Posted Material.

8. 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 Website, 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.
9. 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.

## **10. WARRANTIES**

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1. 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 Licensed Product or its use (including, without limitation, Our performance of these Terms and any warranty of merchantability or fitness for a particular purpose) are excluded.
2. We do not warrant:
  1. that iRate will be free of computer viruses or will not adversely affect Your computer system or cause other technical problems.
  2. that Your access to iRate will be uninterrupted, continuous or fault-free at all times.
  3. the completeness and accuracy of the content or its usefulness for any particular purpose.
3. Without limiting the above, You acknowledge and agree that:
  1. the information available through the iRate does not constitute financial, legal or tax advice;
  2. all information is factual and of a general nature only and has not been prepared to take into account any individual's particular objectives, financial situation or particular needs;
  3. it is Your responsibility to ensure that the information available through iRate and the Website meets Your specific needs and requirements;
  4. 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 iRate or the Website; and
  5. it is Your responsibility to ensure that where reference is made to a particular financial product then You should obtain a Product Disclosure Statement (PDS) relating to that product and consider the PDS before making any decisions about the product;
  6. it is Your responsibility to ensure You (and any person under Your control) understands the iRate content and the context in which it is to be applied; and
  7. the iRate contents or parts thereof may not be suitable or relevant for use outside of Australia.
4. You warrant that You have read, understood and accepted these Terms and the Supplemental Terms and all disclosures provided by Us from iRate and on our website.

## **11. INDEMNITY**

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You indemnify and will keep Us indemnified in respect of all damage, loss (including consequential loss however caused), costs, charges, interest and expenses suffered or incurred by Us as a result of Your use and access of iRate and any breach of these Terms by You including, without limitation, enforcing or attempting to enforce all or any of Our rights, powers or remedies arising pursuant to these Terms.

## **12. LIMITATION OF LIABILITY**

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1. Lonsec gives no representation or warranty in relation to the Website. Please refer to the Agreement.
2. 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 and Conditions. 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 Website.
3. We will not be held liable for any instances resulting in the interruption or unavailability of iRate or the Website.

## **13. CONFIDENTIALITY AND PRIVACY**

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1. 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.
2. We will not sell, trade or rent Your personal information to others.

3. We may release Your personal information when we believe, in good faith, that such release is reasonably necessary to:
  1. comply with the law;
  2. protect the rights, property or safety of Lonsec, our users and others.

Please refer to our Privacy Policy for more information at <https://www.lonsec.com.au/important-documents/>.

## USE OF COOKIES AND SIMILAR TECHNOLOGIES

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

- recognise Your browser or device,
- receive and store certain types of information whenever You interact with Us or third parties that use Our Services,
- learn more about Your interests, and
- provide You with essential features and services.

Our use of Cookies includes:

- (a) Recognising You when You sign-in to use iRate - This allows Us to provide You with product recommendations. Display personalised content and provide other customized features and services
- (b) Customising Your iRate 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 in iRate and on Our Website.

*Necessary Cookies* – these are essential to enable You to browse around iRate and Our Website and use its features.

*Performance Cookies* – these collect information about how You use iRate and Our Website. 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 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 certain web sites, including this site, by requesting that, for example, You enter Your login name when You return to that website.

#### **14. AMENDMENTS TO TERMS**

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1. We may revise, update or alter these Terms and the Website at any time.
2. Revisions and alterations will be posted on the Website.
3. You are responsible for reviewing this Website from time to time to ensure compliance.
4. If We make a request to You to stop using iRate or to promptly return or destroy copies of information provided on this Website, 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.
5. Your use of the Website means You accept these Terms. If You do not agree with these Terms please contact Lonsec by emailing: [support@lonsec.com.au](mailto:support@lonsec.com.au) immediately and discontinue any further use of the Website.

#### **15. GOVERNING LAW**

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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.