

User Agreement

Please read the following user agreement (agreement) and the separate disclaimer below.

CFS Edge is brought to you by Avanteos Investments Limited ABN 20 096 259 979 AFSL 245531 (AIL, Trustee, we, our, us) the trustee of the Avanteos Superannuation Trust ABN 38 876 896 681 or Colonial First State Investments Limited ABN 98 002 348 352, AFSL 232468 (CFSIL, Operator, we, our, us) as Operator of Avanteos Wrap Account Service which include CFS Edge Investments.

By logging into CFS Edge, you are accepting that you are the "user" of the platform and agree to the terms and conditions as set out in this agreement.

The agreement commences on the date you (the User) log into CFS Edge and is between you and the Trustee and/or Operator for the use of CFS Edge.

It is agreed that, subject to the execution of this agreement by you (the User), we will licence and allow you access to CFS Edge on the terms and conditions of this agreement.

Terms and conditions

1. Obligations of the Trustee and Operator

On execution of this agreement, we will:

- a. register you as a user of CFS Edge; and
- b. issue you with a password to gain access to CFS Edge.

2. Password protection

I agree to:

- a. Take all reasonable precautions to protect the integrity of the password provided to me and be responsible for all acts of unauthorised use of the password by any person, including the payment of charges and any damage suffered by me, the Trustee/Operator or third parties, as a result of such use.
- b. Notify us in writing immediately if I forget or lose the password issued to me by the Trustee/Operator.

3. Usage

I agree to:

- a. Observe all intellectual property rights as specified in clause 6 of this agreement.
- b. Comply with any directions regarding the use of CFS Edge given to me from time to time by the Operator/Trustee, including but not limited to procedures imposed from time to time to prevent unauthorised access to, or use of content, or a breach of any obligations of confidentiality in relation to the content or CFS Edge.
- c. Maintain and keep up-to-date my contact details within CFS Edge.
- d. Notify the Operator/Trustee immediately if I or any other person gains access to any content I or any other person is not authorised to access through CFS Edge.
- e. Notify the Operator/Trustee immediately of any difficulties, errors or other problems experienced with the content or CFS Edge.
- f. Not use CFS Edge in a way that, in the opinion of the Operator/Trustee, may adversely affect the use of CFS Edge by other users, or adversely affect the efficiency or security of CFS Edge as a whole.
- g. Be solely responsible for any telephone/internet connection charges in respect of my own telephone/internet service levied by a communication carrier to use CFS Edge.
- h. Not reverse assemble, reverse compile or reverse engineer, or directly or indirectly allow or cause a third party to reverse assemble, reverse compile or reverse engineer the whole or any part of the Software save for any purpose that cannot be excluded at law.
- i. Procure and maintain all ancillary equipment, including printers, terminal equipment and communications links required to access CFS Edge. CFS Edge requires a browser that falls within the minimum browser specification.
- j. When collecting any personal information from or about an individual that will be disclosed to us or related company via CFS Edge, I will ensure that that individual is aware of:
 - i. the identity of the Trustee/Operator and the relevant related company;
 - ii. the fact that the individual has a right to request access to the personal information collected by us and the relevant related company;
 - iii. the purposes for which the information is collected;
 - iv. the organisations or types of organisations (if any) to which we or a related company discloses personal information of the kind collected as notified by the Trustee/Operator to me;
 - v. any law that requires the personal information to be collected; and
 - vi. the main consequences (if any) for the individual if all or part of the personal information is not provided to the Trustee/ Operator as notified by the Trustee/ Operator to me.

4. Use of content

In consideration of the Trustee/Operator granting my access to or use of any content available through CFS Edge, I confirm:

- a. I am not prevented by any law or contract from accessing or using the content in the manner proposed.
- b. I hold all necessary licenses, approvals and authorities to access and use the content in the manner proposed.

- c. The Content may be confidential and, if so, unless expressly permitted by this agreement and the relevant disclosure documents relating to the CFS Edge products, that I will not disclose content to any other person other than:
 - i. an employee or agent of my business, in which case I will ensure that the employee or agent to which the content is disclosed is aware of its confidential nature and bound by appropriate confidentiality agreements; or
 - ii. the client to which the content relates.
- d. If the content includes client data, I will access only that data I am (at the time) authorised to access by my clients.
- e. If the Content includes personal information, I will, in respect of that personal information:
 - i. Comply with any Privacy Law:
 - a. by which it is bound; and
 - b. by which the Trustee/ Operator is bound as if I was bound.
 - ii. Take all reasonable steps to ensure that the personal information is protected against misuse and loss, or unauthorised access, modification or disclosure.
 - iii. Not do anything with the personal information that will cause CFS or a related company to breach any Privacy Law.
 - iv. Notify CFS immediately if I become aware that a disclosure of personal information has been made in breach of this clause or any Privacy Law.
- f. I will comply with the procedures from time to time imposed by us to prevent unauthorised access to or use of the content or a breach of any of the obligations of confidentiality in relation to CFS Edge.
- g. I agree to immediately inform the Trustee/ Operator of any security breach in relation to unauthorised access of content by any person.

5. General rights of the Trustee/Operator

We expressly reserve the right to give such instructions concerning the use of CFS Edge, including instructions altering the arrangements for access to CFS Edge that are required by law, or we decide is in the interest of quality, efficiency and security of CFS Edge as a whole and any such instructions shall, while they are in force, be deemed to form part of this agreement and must be observed by me.

In the event that CFS Edge is used, or appears to us to be intended to be used, by you in a manner reasonably deemed inappropriate, we may suspend or withdraw your rights to access CFS Edge.

If we form the view that the provision of CFS Edge or its content as contemplated by this agreement is likely to expose us to any liability as a result of a breach of any law (including without limitation the Corporations Act) or any third party rights, then we may immediately take steps to block your access to CFS Edge or take such other preventative measures we consider expedient. In taking steps to block your access to CFS Edge, we will exercise the utmost good faith.

We may suspend access to CFS Edge:

- a. to preserve data and integrity;
- b. if there is a security breach; or
- c. if there is a malfunction in CFS Edge.

We shall not be liable to you, your employees, contractors, agents, associated persons, clients or related bodies corporate as a result of taking the action referred to in this clause 5 where such action is taken on a view that is formed by us on a reasonable basis.

6. Intellectual property rights

Copyright and all other intellectual property rights:

- a. in CFS Edge remain the exclusive property of us; and
- b. in the content remain the exclusive property of the Trustee/Operator or the identified information provider, as the case may be.

You will not infringe the copyright or other intellectual property rights owned by us, or an identified information provider, as the case may be, or permit or allow any infringement of those rights, except to the limited extent expressly provided for in this agreement.

You are granted a limited right to copy and reproduce the content or any part of the content available through CFS Edge. You acknowledge that such reproduction must:

- a. be for the purpose of reasonable dealing only;
- b. acknowledge the source as the Trustee/Operator and the specified information provider;
- c. be used in context;
- d. be without material alteration; and
- e. not be redistributed to any company, provider or person in competition with us or any specified information provider.

A breach of this clause is a breach of copyright and may expose you to legal action on the part of the owner of the copyright.

We do not make any warranty or representation that the use of CFS Edge or the content will not infringe any third party's rights.

7. Limitation of liability

We make no representations or warranties express or implied that CFS Edge, Software or content is or will be error- or fault-free or as to the continuity, function, reliability or efficiency of CFS Edge or content or the suitability of CFS Edge or content to you. You enter into this Agreement at your own risk and solely on reliance of your own judgment and not upon any warranty or representation made by us. You acknowledge that the content is current only as at "last update" and does not constitute the giving of advice relating to securities and/or any financial products, or recommendations thereof, express or implied.

We exclude all liability to the greatest extent possible at law and where liability may not be excluded at law, the liability of CFSIL and AIL is limited, in our discretion:

- a. in the case of the supply of goods, to the re-supply of those goods or the payment of the costs of re-supplying those goods; or
- b. in the case of the supply of services, to the re-supply of those services or the payment of the costs of re-supplying those services.

In particular, we will not be liable to you in contract, tort, negligence or otherwise and you will not under any circumstances have any cause of action against or right to claim or recover from the Trustee/Operator for or concerning any loss or damage of any kind at all caused directly or arising indirectly out of:

- i. The provision of or use of CFS Edge or its content or any part of it or any other information provided through CFS Edge.
- ii. Any defect, unintended inclusion, malfunction, default, error, omission, loss, delay or breakdown in CFS Edge or its content, or any part of it, or the transmission, reception, use or storage of information or records.
- iii. Any suspension of CFS Edge.
- iv. Any inaccuracy of CFS Edge or its content, or any part of it, or any other information or services provided through CFS Edge.
- v. Any decision made by you based on CFS Edge or its content.
- vi. Any act, matter, thing or condition beyond our reasonable control, including, but not limited to, loss or damage caused by computer viruses.

In no event shall we be liable to any other party, including you, for any loss of profit, business data, contracts, revenues or anticipated savings or any other indirect or consequential loss of whatever nature, however caused, whether occurring in contract, tort, negligence or otherwise.

Except to the extent required by law, we shall not be liable for any delay or failure in performing its obligations under this agreement or any damage or loss consequential upon or occasioned thereby where the delay or failure is due to any cause beyond our reasonable control.

8. Indemnity

I will indemnify and keep us indemnified both during the term of this agreement and after termination of this agreement from and against all loss, claims, costs and expenses (including legal expenses on a solicitor and own client basis) arising either directly or indirectly from:

- a. Any breach by me of the terms of this agreement
- b. Any act or omission of mine or any person appointed by myself or any unauthorised use or exploitation by me or any agent or any of my staff of CFS Edge, software and/or its content;
- c. Any action in defamation, libel or slander by a third party or any claim of action under trade practices legislation or the Corporations Law arising from any information prepared or materially altered by me that is transmitted, received, stored or supplied by me.
- d. Any claim, action or proceeding against us by the Australian Securities and Investments Commission or any third party arising directly or indirectly out of reliance by third parties on advice given by the User derived in whole or in part from CFS Edge or the Content.

9. Entire agreement

This agreement contains the entire agreement between the parties and any earlier representation, undertaking, proposal, covenant or agreement, whether written or oral, not contained within this agreement is void.

10. Term and termination

This agreement will commence on the date of execution by you and shall continue until terminated in accordance with the terms of this agreement.

This agreement will terminate automatically upon you accepting an updated version of the user agreement.

Either party may terminate this agreement by giving the other party not less than 30 days' written notice of termination unless there is a breach of any of the terms of this agreement.

In the event of a breach, the party not in default may terminate this agreement by giving the other party seven (7) days' written notice.

Without limiting any other right of termination, we may terminate this agreement, or in its discretion suspend CFS Edge, immediately, without notice, if you:

- a. Fail to pay any charges in accordance with the provisions of this agreement.
- b. Transfer possession, custody or control of the Software, content or CFS Edge;
- c. Breaches our or a third party's copyright or other intellectual property rights.
- d. Becomes or threatens to become insolvent.
- e. Has or will in our opinion use CFS Edge for any unlawful or improper purpose or in a way that may jeopardise the security or integrity or interfere with the proper operation of any part of CFS Edge.

Termination of this agreement, however caused, shall be without prejudice to our rights accrued to the date of termination.

If you breach any provision of this agreement, we may not have an adequate remedy at law and will be entitled to obtain injunctive relief from an appropriate court and to recover related legal costs and expenses in order to maintain the integrity of CFS Edge or to prevent loss being suffered by us or by you.

11. Waiver

Any waiver by us of a breach by you of any provision of this agreement shall be limited to the particular breach and shall not operate in any way concerning any future or other breach by you and no delay by the Trustee/Operator to act upon a breach shall be deemed to be a waiver of that breach.

12. Variation of terms and conditions

Variations to this agreement, including the charges, can be made at any time and in any manner after notice by us.

13. Service of notices

Any notice, approval, consent, demand or other communication to be given or made under this agreement must be in writing and may be given through CFS Edge or by certified mail or hand delivery to the relevant party's address for service.

Any communication made in accordance with clause 14 will be deemed to have been received on the day after its delivery if hand delivered, or transmitted through CFS Edge, or five (5) days after the date of postage if sent by certified mail.

14. Governing law

This agreement will be governed by, take effect and be construed in accordance with the laws in force in the state of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that state and the courts of appeal therefrom.

15. Severance

If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement shall remain otherwise in full force apart from that provision, which will be deemed deleted.

16. Assignment

You must not assign or purport to assign this agreement or any of its rights or interest under this agreement.

We may assign this agreement or any of its rights or interest under this agreement or delegate or sub-contract its obligations without prior notice to, or your consent.

17. No agency

Nothing in this agreement creates a relationship of employer and employee, principal and agent, joint venturers or partnership between the parties. No party may purport to make any representation, warranty or undertaking on behalf of the other party.

18. Force Majeure

We shall not be liable for any failure to observe or perform, or any delay in observing or performing its obligations under this agreement caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, industrial disputes of any kind (whether or not involving our employees), fire, lightning, explosion, flood, subsidence, inclement weather, failure of power supply or equipment, act or omissions of persons or bodies for whom we are not responsible or any other cause whether similar or dissimilar outside our reasonable control.

19. Definitions and interpretation

Definitions

In this Agreement unless the contrary intention appears:

"Address for service":

- a. Means the address advised through CFS Edge to us by you from time to time. or such other address as is advised in writing to the other party, in accordance with this agreement, from time to time.

"Charges" mean the ongoing amounts payable by you to Trustee and/or Operator as conveyed to the user from time to time by us;

"Contact details" includes your residential address, business name, business address, mobile phone numbers, and email addresses;

"Content" means the information available, or made available in the future, through CFS Edge;

"Information provider" means a third party providing content through CFS Edge;

"Minimum browser specification" means Microsoft Internet Explorer version 5 and above with high security pack installed (128 bit encryption) or as otherwise notified to us by you from time to time;

"Party" means a party to this agreement;

"Personal information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, that is received or provided by you pursuant to this agreement;

"Privacy law" means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the personal information;

"User" means the party who executes this agreement by logging into CFS Edge.

Interpretation

In this agreement unless the context otherwise requires:

- b. a reference to any Act or Statute includes all statutory amendments and re-enactments of it;
- c. the singular number includes the plural number and words importing persons includes corporations.

Execution of this agreement is deemed by logging into CFS Edge.

Please note the following disclaimer does not form part of your agreement with us. It is a separate legally binding acknowledgment by you to the various companies making information available to you on CFS Edge. It may be varied from time to time without notice to you.

Disclaimer

This website is provided by Avanteos Investments Limited ABN 20 096 259 979, AFSL 245531 is the trustee of the 'Avanteos Superannuation Trust' ABN 38 876 896 681 and issuer of CFS Edge Super and Pension. Colonial First State Investments Limited ABN 98 002 348 352, AFSL 232468 is the Investor Directed Portfolio Service operator of 'Avanteos Wrap Account Service' which include CFS Edge Investments.. Colonial First State (CFS) is Superannuation and Investments HoldCo Pty Limited ABN 64 644 660 882 and its subsidiaries, which include AIL and CFSIL. Use of CFS Edge and information displayed on it is governed by the user agreement, other applicable agreements and the following terms. If you do not hold a current user agreement, you are prohibited from using CFS Edge.

Information available on CFS Edge is provided by the Trustee/Operator and its associates (together referred to as the "AIL or CFSIL Group"), as well as third party providers not related to us.

Disclosure

The Trustee and Operator is majority owned by an affiliate of Kholberg Kravis Roberts & Co. L.P. (KKR), with the Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 23495 (CBA) holding a significant minority interest.

Limitation of liability

The information displayed on CFS Edge is summary only and should not be construed as investment advice or securities/financial product recommendations. It is prepared for general information and not having regard to any particular person's investment objectives, financial situation or needs. No recommendation (express or implied) or other information should be acted on without obtaining appropriate professional advice. While the information displayed on CFS Edge is based on information obtained from sources that it believes to be reliable, we have not independently verified that information and makes no warranties that it is complete, accurate, up-to-date or fit for the purpose for which it is required. It should be noted that past performance is not indicative of future performance. All information displayed on CFS Edge, including but not limited to product and service information, fees, unit and share prices, gearing and interest rates, tax information and performance figures, is subject to change without notice.

To the maximum extent permitted by law, we will not be liable to any party in contract, tort (including for negligence) or otherwise for any loss or damage arising either directly or indirectly as a result of reliance on, use of or inability to use any information displayed on CFS Edge. Where liability cannot be excluded by law then, to the extent permissible by law, liability is limited to the re-supply of the information or the reasonable cost of having the information re-supplied.

Third party information and links

Some of the information displayed on CFS Edge is provided by third parties who are not related to the us (Third Party Information). We are not in any way responsible for and do not guarantee the quality or accuracy of any Third Party Information.

CFS Edge also contains links to websites operated by third parties (third parties) who are not related to us (third party websites). Such links are provided for convenience only and do not represent any endorsement or approval by the Trustee/Operator of those third parties or the information, products or services displayed or offered on the third party websites.

To the maximum extent permitted by law, we will not be liable to any party in contract, tort (including for negligence) or otherwise for any loss or damage arising either directly or indirectly from reliance on, the use of or inability to use any third party information or third party websites.

Morningstar, a licensed investment adviser, provides ratings and other information for display on the website. From time to time Morningstar provides some fund managers, referred to in ratings and other information provided by Morningstar, with investment data, research software, consulting and other services. The ratings and any other opinions available through the website are and must be construed solely as statements of opinion and not statements of fact or recommendations to purchase, sell or hold any securities and/or financial products. Prior to the assignment of any rating, the fund manager agreed to pay Morningstar a fee for the appraisal and rating service rendered. To the maximum extent permitted by law, Morningstar will not be liable to any party in contract, tort (including for negligence) or otherwise for any loss or damage arising as a result of reliance on, the use of or inability to use any rating or other information provided by Morningstar. Where liability cannot be excluded by law then, to the extent permissible by law, liability is limited to the re-supply of the information or the reasonable cost of having the information re-supplied.

Products and services

In the event of any person subscribing for the securities, financial products or services referred to on CFS Edge, such subscription may result in an AIL or CFSIL group company receiving a commission, fee or other benefit or advantage. Anyone wishing to invest will need to complete the application form that will accompany the relevant product disclosure statement.

Copyright

The copyright in all information displayed on CFS Edge is owned by or licensed to AIL and/or CFSIL. Except as expressly permitted, no information may be copied, reproduced, downloaded, transmitted or re-distributed.