

Online Application Form Terms and Conditions

These Terms and Conditions apply to the Website where the Online Application Form is made available. These Terms and Conditions are legally binding once You accept them by clicking 'Apply' at the bottom of the 'Your Investment' page. Please read them carefully before accepting them.

Definitions

In these Terms and Conditions, unless the context requires otherwise, terms defined in the Corporations Act 2001 (Cth) (**Corporations Act**) have the same meaning given to those terms in the Corporations Act and the following terms have the meaning set out below.

AML/CTF Laws means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1) (Cth).

Individual means a natural person.

Investment Amount means the amount(s) You are investing in the Product(s) chosen by You, as specified in this Online Application Form.

Investment Manager means any fund manager or financial product provider in respect of a Product.

Nominated Person means a Person who has been nominated and authorised by another Person (including beneficial owners), to apply for Products, and provide whatever information necessary, including Personal Information, on their behalf using the Online Application Form,

Online Application Form means the online application form (which includes these Terms and Conditions) provided via the Website by which You (if eligible) may make an application to invest in the Product(s).

PDS means the product disclosure statement or any supplementary or replacement product disclosure statement or other disclosure document as defined in the Corporations Act issued for the relevant Product.

Person means a natural person (or natural persons in the case of a joint application), a body corporate or a trustee of an SMSF or trust.

Personal Information has the same meaning as defined in Privacy Laws, including but not limited to Your name, address, date of birth, email, telephone number, Tax File Number and other relevant contact details and personal information.

Privacy Laws means:

- (a) the Privacy Act 1988 (Cth);
- (b) the Australian Privacy Principles contained in Schedule 3 to the Privacy Act 1988 (Cth) or any approved privacy code (as defined in the Privacy Act) that applies to SS&C, Responsible Entity and Investment Manager; and
- (c) any other statute, regulation, or law in Australia which relates to the protection of Personal Information and which SS&C Responsible Entity and Investment Manager must observe.

Product(s) means:

- (a) a unit trust or other pooled investment vehicle in respect of which interests are offered under a PDS issued from time to time by the relevant Responsible Entity; and

- (b) in respect of which an application may be made by completing and submitting this Online Application Form.

Responsible Entity means a responsible entity of a Product.

Responsible Entity Privacy Policy means the privacy policy of the Responsible Entity (available at www.eqt.com.au/privacy-statement).

SMSF means a self-managed superannuation fund.

SS&C means SS&C Solutions Pty Limited ABN 75 007 325 779 and registry services provider with respect to Products.

TMD means the target market determination issued for the relevant Product.

Trustee means the natural person or company whose information appears in this Online Application Form as a trustee of an SMSF or trust.

You or **Your** means a Person making an application to invest in Product(s) pursuant to the Online Application Form either in your personal capacity or in your capacity as a Nominated Person.

Website means the websites owned and operated by SS&C.

Regulatory Information

- You agree and acknowledge that you are accessing the Website within Australia.
- All information in relation to the Product(s) including PDSs (“Product Information”) are prepared by the relevant Investment Manager or Responsible Entity. Neither SS&C nor any of its affiliated or related bodies corporate takes responsibility or liability for any losses, damages or liabilities in connection with the Product Information available on the Website. For further information about your rights and the relevant Investment Manager or Responsible Entity’s responsibility and liability in relation to the Product Information, please refer to the applicable PDSs or contact them directly.
- PDSs & TMDs for Products are available via the Website. You should obtain and consider the relevant PDS and TMD before deciding whether to acquire, continue to hold or dispose of interest in that Product.

Online Application Form

You acknowledge that:

- The Responsible Entity provides the Online Application Form with respect to the Products; and
- SS&C provides unit registry services to the Responsible Entity which includes the provision of the Website where the Online Application Form with respect to the Products are made available. Should you invest in such Products, SS&C will receive administration fees from the Responsible Entity for providing unit registry services to the Responsible Entity.

Completing the Online Application Form

By completing and submitting the Online Application Form You will be making an application to acquire interests in the Product(s) specified in the Online Application Form.

When completing the Online Application Form, You will be required to provide certain information either in Your personal capacity or in Your capacity as a Nominated Person, including:

- (a) information regarding whether You are an Individual or a Trustee or a representative of a company;
- (b) the Product(s) You are applying to invest in and the Investment Amount You would like to invest;
- (c) Your Personal Information or the Personal Information of another Person/s for which you are the Nominated Person; and
- (d) details of Your or a Nominated Person's nominated bank account.

Once You have completed and submitted the Online Application Form, an email notification with a link to the details of your application will be sent to:

- (a) the email address You have provided in the Online Application Form; and
- (b) Any person for whom you act as a Nominated Person, and for whom you have submitted the Online Application Form on behalf of.

As part of completing this Online Application Form, Your and/or a Nominated Person's identity will be verified pursuant to AML/CTF Laws.

If you submit Personal Information on behalf of another Person for whom you act as a Nominated Person for the purpose of verification pursuant to the AML/CTF Laws, You will be required to make a separate declaration regarding the submission and verification of that Personal Information.

To comply with the AML/CTF Laws, the Responsible Entity needs to verify your identity. One the Responsible Entity does this is by requesting an identity verification assessment from a credit reporting body. The credit reporting body will assess whether the information matches its records and may use other individuals' data for this purpose. Such steps may be performed by the Responsible Entity's unit registry services provider, SS&C.

What this means for you:

- (a) The Responsible Entity, Investment Manager or SS&C will disclose the following Personal Information to a credit reporting body:
 - (i) Your name
 - (ii) Your residential address
 - (iii) Your date of birth
- (b) The credit reporting body will compare this information with its records and provide Responsible Entity, Investment Manager or SS&C with an assessment of whether the details match.
- (c) The credit reporting body may use your Personal Information, along with names, addresses, and dates of birth of other individuals it holds, to prepare this assessment.

Your choices:

- (a) You can choose an alternative method to verify your identity if You request this
- (b) By agreeing to invest in accordance with these Terms and Conditions, You acknowledge and agree that:
 - (i) You consent to the Responsible Entity, Investment Manager or SS&C making this request to a credit reporting body;
 - (ii) You consent to the Responsible Entity, Investment Manager or SS&C disclosing your personal information for this purpose; and

- (iii) You have been informed of the reasons for this verification process and the information to be disclosed.

The relevant Responsible Entity of the Product will not issue interests in the Product(s) to You pursuant to the Online Application Form unless:

- (a) it has received the completed Online Application Form;
- (b) it has received payment of the Investment Amount for investment in the Product(s); and
- (c) it has decided to accept Your application.

The Responsible Entity of a Product may decide to decline Your application.

Availability

The Responsible Entity and SS&C reserve the right without notice to You to make any technical changes to the Online Application Form or the Website which it considers to be necessary or desirable, and will not be responsible in the event that any upgrade to the Online Application Form or the Website means that You are temporarily unable to access the Online Application Form via the Website.

In addition, it is possible that the Online Application Form or Website may be unavailable at any time without notice to You (for example, due to technological disruptions). The Responsible Entity, SS&C or any of its affiliated or related bodies corporate will not be liable in the event that the Online Application Form or the Website is not provided in a continuous and uninterrupted manner.

Privacy

You are required to submit certain Personal Information to the Responsible Entity in order for You to complete the Online Application Form and subsequently, invest in the Product(s). Such Personal Information may be collected and used by the unit registry services provider, SS&C, or any other third parties for the purpose of administering or providing You with the Responsible Entity's products and services and in order for the Responsible Entity to comply with regulatory obligations. The Personal Information collected via the Website will be used, disclosed and handled in accordance with the Responsible Entity Privacy Policy. To process your application to invest in the Product(s) of Your choice, the relevant Responsible Entity and the Investment Manager shall use, disclose and handle the Personal Information in accordance with their privacy policy. For further information, please refer to the applicable PDS.

Warranties, Confirmations and Undertakings

By accepting these Terms and Conditions, You also agree to the following warranties, confirmations and undertakings.

1. You:

- (a) accept all risks associated with making and submitting the Online Application Form electronically, including the risk that an email sent to You may be infected with viruses or corrupted in any other manner;
- (b) acknowledge and agree that SS&C, the relevant Investment Manager(s) and Responsible Entities will not be held liable for any loss arising where they or their respective service providers, act on instructions received via Your nominated email address;

- (c) indemnify SS&C and each relevant Investment Manager and Responsible Entity for any loss arising from any payment or action or inaction by such persons based on any instruction (even where it is not genuine) that the Investment Manager, Responsible Entity or SS&C receives by an electronic communication which appears to indicate to SS&C, any relevant Investment Manager or Responsible Entity (as applicable) that the electronic communication has been provided by You; and
 - (d) acknowledge that electronic communication may be intercepted, copied, adapted or imitated by third parties and may not always be safe, reliable or timely.
- 2. Where You are providing Personal Information on behalf of another Person, you acknowledge and agree that You will make that Person aware of the contents of the, Responsible Entity's [Privacy Policy](#) and the Investment Manager's [Privacy Policy](#).
- 3. You agree that none of SS&C, the Responsible Entity and the Investment Manager. and any of their related companies, and their respective directors, officers, agents, employees and contractors have any responsibility and are not liable for any loss arising in connection with the information being sent electronically via the Online Application Form, including if You do not receive any information, where there is a delay in You receiving any information, or the fact that the email or any other electronic communication may be corrupted or infected with viruses.
- 4. You acknowledge that all intellectual property rights in the Website, including copyright, database rights and trademarks are the property of SS&C or its related bodies corporate.
- 5. The information on the Website (including the Online Application Form) may contain material provided by third parties, or links to third party sites ("Linked Sites"). While material provided by third parties is published with necessary permission, neither SS&C nor any of their related companies, and their respective directors, officers, agents, employees and contractors give any representation or warranty as to the reliability, accuracy or completeness of, or recommends or endorses any such material, including the PDSs.
- 6. To the maximum extent permitted by law, SS&C, the Investment Manager and the Responsible Entity and each of their affiliates and related bodies corporate, and their respective officers, directors, employees, professional advisers and agents expressly disclaim all liability (including liability for negligence) and responsibility to You and any person whatsoever in respect of anything, and in respect of the consequences of anything, done or omitted to be done by You or any such person arising out of or in reliance (whether wholly or partly) on any use of or submission of the Online Application Form, including liability for any loss or damage which You or any other person might suffer as a result of any incorrect, inaccurate or incomplete provision or recording of any information. Without limiting the foregoing, SS&C, the Investment Manager and the Responsible Entity and each of their affiliates and related bodies corporate, and their respective officers, directors, employees, professional advisers and agents:
 - (a) to the maximum extent permitted by law, do not accept any liability in relation to the accuracy or completeness of information on the Website (including that provided by third parties) or for any loss arising from its use;
 - (b) do not represent or warrant the achievement or reasonableness of any future projections, forecasts, targeted returns or illustrative returns that may be included in the information made available on the Website (and You acknowledge past performance is not an indicator of future performance);
 - (c) are not responsible for providing updated information to You;

- (d) (in respect of SS&C only) are not responsible for the accuracy of information provided by any Investment Manager, Responsible Entity or other third party, including the accuracy of information in any applicable PDS issued by the Responsible Entity; and
- (e) are not responsible for verifying or updating information which has been provided by You. It is Your sole responsibility to review the information You intend to submit to ensure its accuracy and proper application prior to submitting Your Online Application Form to invest in the Product(s).

7. You may make requests to access or correct Your Personal Information in accordance with the Responsible Entity's [Privacy Policy](#) and the Investment Manager's [Privacy Policy](#).

Other Matters

Validity

In the event that any part of the Online Application Form (or these Terms and Conditions) is not legally enforceable, the remaining provisions will not be affected and will remain valid and enforceable.

Governing Law

The Online Application Form (and these Terms and Conditions) will be governed by and construed in accordance with the law applicable in the State of New South Wales, Australia. You submit, in the event of a dispute, to the non-exclusive jurisdiction of the courts of the State of New South Wales.

Interpretation

Unless the context requires otherwise, in these Terms and Conditions:

- headings are for convenience only and do not affect interpretation;
- a reference to legislation or to a provision of legislation includes any modification or substitution for it, and a regulation or statutory instrument issued under it;
- the singular includes the plural and vice versa;
- other grammatical forms of defined words or expressions have corresponding meanings;
- a reference to a 'person' includes partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies; and
- a reference to the word 'including' or 'includes' is to be construed without limitation to the preceding words.