

Terms & Conditions Of Use

- 1. Access** - Your access to the Living Super Adviser Portal under the sub-domain adviser.livingsuper.onesuper.com.au ('Portal') is subject to these Terms and Conditions of Use. By accessing, viewing or otherwise using the Portal, you agree to be subject to these Terms and Conditions of Use. The Portal is made available by Diversa Trustees Limited ABN 49 006 421 638, AFSL 235153, RSE L0000635 (Diversa) for use by financial advisers (referred to as "you" in these Terms & Conditions of Use) approved by Diversa to view account details, including but not limited to the transaction history and account balance, of a product sponsored, issued or promoted by Diversa and which is held by your customers ('Customers').
- 2. Authorised users** - Access to and use of the Portal is restricted to financial advisers approved by Diversa from time to time. You must provide Diversa with all information and proof of identity documentation reasonably required by Diversa from time to time to gain access to, or to have continued access to, the Portal. You must notify Diversa as soon as reasonably practicable if you become aware that you cease to meet any eligibility criteria that Diversa has in relation to the use of the Portal. You may only use the Portal to perform activities for a Customer that you have been authorised in writing to perform by that Customer. You must provide Diversa with evidence of any such authorisation as requested by Diversa from time to time.
- 3. Security** - To maintain the security of details of Customers you must not disclose your username and/or your password for accessing the Portal to any other person or record them in any manner that would indicate to any other person that it is your username or password. You must as soon as reasonably practicable notify Diversa if you believe or know that your username and/or password have been compromised by a third party or become known to any other person. You must comply with any reasonable security or operational procedures that Diversa requires you to follow in relation to the use of, or access to, the Portal. Diversa may communicate any such new or varied procedures to you by displaying the procedures on the Portal or by any other means we consider reasonable.
- 4. No warranty** - Except where expressly stated otherwise, Diversa makes no representation or guarantees in relation to your access to the Portal or the information on the Portal (including information about your Customers). All terms implied by law, except those that cannot be lawfully excluded, are excluded to the full extent that they can be lawfully excluded. Diversa does not represent or guarantee that the Portal will be free from errors, viruses or security breaches, or that access to the Portal will be uninterrupted. You acknowledge that the Portal may be affected by outages, faults or delays. Such outages, faults or delays may be caused by factors, including without limitation, technical difficulties with the performance or operation of Diversa's or another person's software, equipment or systems, traffic or technical difficulties with the Internet or infrastructure failures.
- 5. Liability of Diversa** - Diversa will take reasonable commercial steps to ensure the information provided on the Portal is accurate and current. To the extent permitted by law, Diversa will not be liable for any loss, damage, liability, claim or expense whatsoever, whether in contract, tort including negligence, statute or otherwise, arising out of or referable to the use of the Portal, including in connection with:

- any omission, error or inaccuracy on information provided in the Portal;
- any unauthorised access to information on the Portal (including Customer details); or
- the unavailability of the Portal or the failure to perform in whole or in part, any function in the Portal.

This limitation of liability is reduced to the extent that Diversa's wilful misconduct or fraud contributes to the loss or other amount claimed.

These Terms and Conditions of Use do not limit any rights a person may have under the Competition and Consumer Act 2010 (Cth) or the Australian Securities and Investments Commission Act 2001 (Cth). Where any term or condition imposing liability is implied through the operation of any law, and that term or condition cannot be excluded, Diversa's liability under that term or condition will be limited (in Diversa's discretion) to the re-supply of the services or facilities provided, or the cost of having such services or facilities re-supplied.

6. **Changes to the Portal** - Diversa reserves the right to change, remove or add to the information provided on the Portal and to limit access or cease providing information on the Portal at any time and without notice, provided it considers it reasonable in the circumstances to do so.
7. **Change of Conditions** - Diversa reserves the right to change these Terms and Conditions of Use for any reason without prior written notice to you. Any subsequent access to, or use by you of the Portal will constitute an acceptance of the revised Terms and Conditions of Use.
8. **Denial of Access** - Diversa reserves its discretion, acting reasonably to withdraw, suspend, terminate, modify or deny access to the Portal and/or particular Customer details or any other content on the Portal at any time without prior notice to you, including where:
 - you fail to keep your username and/or password secure;
 - you use the Portal in contravention of any law;
 - you act fraudulently, or Diversa reasonably considers that your conduct could be fraudulent;
 - you breach these Terms and Conditions of Use; or
 - in our opinion, there are concerns regarding security or unauthorised access to the Portal or Customer information on the Portal.

The withdrawal, suspension, termination, modification or denial of access to the Portal does not affect the conditions in these Terms and Conditions of Use including relating to your obligations to indemnify Diversa and any limitations on Diversa's liability.

9. **Internet Access** - While Diversa has implemented certain security systems to the Portal, it is unable to guarantee in all circumstances that the Portal or the information contained on the Portal will not be subject to unauthorised access. To the extent permitted by law, Diversa will not be liable for any loss, damage, claims, expenses arising from unauthorised access to the Portal or the information (including Customer records) retained on the Portal.

10. **Availability of Portal** - You are responsible for ensuring that you have alternate contingency plans in place to enable you to conduct your business by other means should the Portal be unavailable.
11. **Monitoring** - Diversa may, but is not required to, monitor any use of the Portal. Diversa may record Portal activity and retain content and audit trails.
12. **Links** - The Portal may contain links to websites operated by third parties. Diversa does not sponsor, endorse, or approve of the operators of linked websites, or any material that may be found at linked websites. Subject to any applicable law that cannot be excluded, Diversa makes no warranties or representations regarding the content of linked websites or any products or services available through linked websites. You must not establish any link to the Portal without express written permission of Diversa.
13. **Copyright and trademarks** - Copyright in material comprising the Portal is owned or licensed by Diversa unless indicated otherwise. All rights are reserved.
14. **Unauthorised use** - When you use the Portal, we grant you a limited licence to display on your computer, print, download and use the underlying HTML, text, hyperlinks, information, content and transaction facilities made available on the Portal for use in consulting with your Customers. With the exception of standard web browser applications and related software, and other applications expressly approved by Diversa in writing, you agree not to use any software, program, application, or any other device to access or log on to Diversa's computer systems or servers or the Portal or to obtain, download, transfer or transmit any content to or from Diversa's computer systems or the Portal. You agree that you will not:
 - use any robot, spider, other automatic device or manual process to monitor or copy any web pages on the Portal or the content contained within them without Diversa's prior written permission;
 - use any device, software or routine to interfere or attempt to interfere with the proper working of the Portal or any transaction or process being conducted on or through it;
 - take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Portal;
 - reverse engineer, reverse assemble or otherwise attempt to discover source code in respect of the software underlying the infrastructure and processes associated with the Portal;
 - copy, reproduce, alter, modify, create derivative works, transmit, distribute or publicly display any content from the Portal without Diversa's prior written permission; or
 - access the Portal on behalf of, or as agent for, or in any other way as a representative of, any other person, except your relevant Customer, your advice licensee principal when providing financial services to Customers in relation to their Diversa products, or where you act as investment manager on behalf of an entity approved by Diversa for this purpose.

15. Complaint handling - If a Customer makes a complaint in relation to Diversa, a product issued or promoted by Diversa, your conduct or in relation to the referral of applications for products issued or promoted by Diversa from the Customer to Diversa, you must not, except in relation to a complaint made against you and to the extent required by law or ASIC requirements, attempt to handle the complaint yourself, but rather you must within one business day of the complaint being made to you:

- inform Diversa of the existence and nature of the complaint; and
- make available to Diversa all information held by you in respect of the application for the product issued by or promoted by Diversa and/or the Customer; and
- must comply with Diversa's reasonable instructions in relation to the complaint.

16. Privacy and confidentiality - You must protect the privacy and confidentiality of any personal, confidential or sensitive information available to you through the Portal. This includes taking steps such as:

- not leaving your computer unattended while logged in;
- not accessing the Portal while your computer's display is in view of unauthorised third parties; and
- not accessing the Portal via a computer used by unauthorised persons, unless all you ensure that any data downloaded is irretrievably deleted at the end of your session.

17. Jurisdiction - The products and services described on the Portal are available only to Australian residents. Applications on behalf of people other than Australian residents will not be accepted. This notice and the information in this Portal and all matters relating to either are governed by and are to be construed according to the laws applicable in the State of New South Wales and the Commonwealth of Australia.