



Cygura User Agreement

By clicking on the "I agree" button below and submitting your name and registration details, you agree to be legally bound by the terms and condition of this agreement (**User Agreement**) with Cygura Pty Ltd ACN 167 192 930 (**Cygura**) and warrant that you have read and understood the terms and conditions. If you do not agree to the User Agreement, you should not click "I agree" and should terminate the registration process.

You agree to your obligations under the User Agreement in consideration of Cygura providing you with access to the website at www.cygura.com.au (the **Website**) as a registered user. The User Agreement consists of the following terms and conditions, together with the Privacy Policy <http://sophisticatedaccess.com.au/privacy-policy/> and the general Website **Terms of Use** <http://sophisticatedaccess.com.au/terms-of-use/>. We may modify the User Agreement from time to time, but only in accordance with the processes set out below.

If you are accessing this Website in your capacity as an officer, employee, contractor or agent of another person, you are binding that person, and warranting that you are authorised to bind that person to the User Agreement, as if you were that person.

If there is any inconsistency between this User Agreement and the Terms of Use, this User Agreement will prevail.

UNDER THIS AGREEMENT WE LIMIT OUR LIABILITY TO YOU AND YOU INDEMNIFY US AGAINST CERTAIN LOSSES WE MAY SUFFER IN CONNECTION WITH YOUR USE OF THE SERVICE

1. Your use of the Website

1.1 Clients

If you are a Client:

- a) This User Agreement governs your use of the Website as a person seeking to be certified (**Certified**) that you meet the net asset level or gross income level necessary to be a **Sophisticated Investor** or a **Wholesale Client** in accordance with the *Corporations Act 2001* (Cth) (**Corporations Act**).
- b) You may use the Website for the purposes of being Certified, and for associated purposes.
- c) You may also enter into other agreements with us for the purposes of other roles if you are appropriately qualified, such as an Accountant. If so, each agreement will be read and applied separately to your activities in the applicable role.

1.2 Accountants

If you are an Accountant:

- a) This User Agreement governs your use of the Website as an accountant.
- b) You may use the Website for the purposes of certifying (**Certifying**) that one or more of your clients (**Clients**) meet the net asset level or gross income level necessary to be a **Sophisticated Investor** or a **Wholesale Client** in accordance with the *Corporations Act 2001* (Cth) (**Corporations Act**), and for associated purposes. You may use the Website for these purposes only if you have the qualifications required by the Corporations Act to provided such Certification, and by using the Website you warrant that you have all such qualifications.

- c) You may also enter into other agreements with us for the purposes of other roles, such as a Sophisticated Investor yourself. If so, each agreement will be read and applied separately to your activities in the applicable role.

2. Online Certification process

2.1 Clients

If you are a Client:

- a) You may use the Website to request and store certificates (**Certificates**) concerning yourself by following processes and entering information using facilities provided on the Website (**Online Certification**).
- b) There are four ways the Online Certification process may commence (or have commenced by the time you read this User Agreement):
- (i) you may request your Accountant to initiate Online Certification with us;
 - (ii) you may initiate **Online Certification** by nominating your Accountant as the appropriate person to Certify you. You consent to us contacting your nominated Accountant and requesting the Accountant to:
 - (A) confirm that you are a client of the Accountant;; and
 - (B) if the Accountant confirms that you are their client, either conduct Online Certification or decline to conduct Online Certification for you;
 - (iii) you may initiate Online Certification by nominating yourself and requesting that we appoint an Accountant nominated by us (**Affiliated Accountant**) to conduct Online Certification for you. You consent to us contacting the Affiliated Accountant and requesting the Affiliated Accountant to contact you for the purposes of assessing whether or not to conduct Online Certification for you;
 - (iv) an Adviser may initiate Online Certification by nominating you. We will then contact you and request your consent to proceed with the Online Certification process, and that you nominate an Accountant or use an Affiliated Accountant to complete the process in a similar way to b) and c) above, or that you permit the Adviser to contact your Accountant.
- c) Your Accountant (who may be an Affiliated Accountant) will make the decision to Certify or not Certify you in the Accountant's professional capacity as your advisor. You acknowledge that we act as the provider of an online repository for information only and do not have any role in that decision or Certification other than as a provider of the Website facilities allowing the Certificate to be recorded. We have no control over the accuracy of any information provided by you to your Accountant or any other person. All communications concerning your qualification for Certification are between you and your Accountant.

2.2 Accountants

If you are an Accountant:

- a) You may use the Website to issue and store certificates (**Certificates**) concerning your Clients by following processes and entering information using facilities provided on the Website (**Online Certification**).

- b) There are two ways you may conduct Online Certification. You may initiate **Online Certification** at the request of a Client. Alternatively, we may contact you by email and request you to:
- (i) confirm that a person who has requested Online Certification and has nominated you as their accountant is your Client; and
 - (ii) if the person is your Client, either conduct Online Certification or decline to conduct Online Certification for your Client.
- c) You will make your decision to Certify or not Certify a Client in your professional capacity as your Client's advisor. You acknowledge that we act as the provider of an online repository for information only and do not have any role in that decision or Certification other than as a provider of the Website facilities allowing the Certificate to be recorded. We have no control over the accuracy of any information provided by a Client or any other person. All communications concerning your Client's qualification for Certification are between you and your Client.

3. Meaning of other terms in the User Agreement

Accountant means a person who uses the Website as an accountant for the purposes of Certifying one or more of their Clients and associated purposes and includes Affiliated Accountants.

Affiliated Accountant means an accountant nominated by us to conduct Certification.

Advisor means a person who uses the Website as an adviser.

Certificate means a certificate or other document, whether in paper or electronic form, indicating that a person has been Certified.

Certification, Certify and similar words means the act of certifying that a person meets the net asset or gross income level necessary to be a Sophisticated Investor or a Wholesale Client.

Clients means a person who is Certified or has requested or been nominated for Certification. If you are an Accountant, a person is your Client if you are nominated to conduct Certification for the person whether or not you have a relationship with that person other than in connection with this Website.

Corporations Act means the *Corporations Act 2001* (Cth) as amended from time to time.

Information means any information you provide to us or other users of the Website in the course of interacting with the Website, including information concerning yourself and Certificates. If you are an Account User it includes information concerning your Client Users.

User means a person who uses the Website, including persons who have registered as a Client, an Accountant or an Adviser.

We, our and **us** refer to Cygura Pty Ltd ACN 167 192 930, and each of its related bodies corporate (as defined under the Corporations Act) from time-to-time.

Website is the website located at www.cygura.com.au

You and **your** refer collectively to you, and each of your employees, agents, contractors, related bodies corporate or other third parties who access this website on your behalf and acting with your express or implied authority.

4. Your warranties

You warrant:

- (a) that you will perform your role and all obligations under the User Agreement with due care and skill, and in accordance with all applicable laws and regulations, including

the rules, regulations and requirements of any relevant professional organisations to which you belong;

- (b) if you are a Client and you request Online Certification, you meet the Corporations Law requirements relevant to the Certification;
- (c) if you are an Accountant, that in respect of all persons you Certify, they meet the Corporations Law requirements relevant to the Certification, and that you have their consent to provide Online Certification and to provide any other Information to us
- (d) for individuals, that you are 18 years or older;
- (e) that, if you are entering into this Agreement on behalf of another person, corporation, partnership or other legal entity, you have the right and authority to bind that person to the terms and conditions of this User Agreement;
- (f) that all of the Information you have provided to us (and if you are a Client, information you have provided to your Accountant) in respect of this Agreement is true, accurate and complete and we, and any User who accesses the Information in the ordinary course of using the Website, may rely on this Information; and
- (g) that you have made your own investigations and performed sufficient due diligence on the Website to fully inform yourself about the functions and operation of the Website and have not relied on any representations made by us or any other person in relation to the Website.

5. Your obligations and acknowledgements

5.1 You must:

- (a) use the Website facilities available to you in accordance with the instructions and directions embodied in the Website and in any communications from us to you;
- (b) keep all Information and Certificates updated and follow all Website procedures and reminders from us concerning updates;
- (c) immediately withdraw or correct any Information or Certificate if you become aware that it is incorrect or misleading or expired;
- (d) if you are not able to effect any corrections, updates or any other actions required in your role via the Website facilities, contact us at admin@cygura.com.au with the relevant Information;
- (e) maintain control of your access to your Website account, keep your password secure, and not permit third parties to access use or deal with your account; and
- (f) report any unauthorised use of your account and associated user identification to us as soon as possible after becoming aware of the unauthorised use.

5.2 You acknowledge that we:

- (a) provide access to the Website to you for business use and not for personal, domestic or household use or consumption; and
- (b) are a passive conduit for the online distribution and publication of your Information. We are not responsible for the content of, or the use by any User of, the Information you provide.

6. Modifications to this User Agreement

We may change the terms and conditions of the User Agreement. You agree to check the User Agreement at <http://sophisticatedaccess.com.au/user-agreement/> regularly as such changes are effective immediately upon being posted on the Website. We may, but are not obliged to, provide notice of such changes by posting an alert on this Website, by email to you or by other means. Your use of the Website after a change is made will constitute agreement to such changes, and you should not continue to use the Website if you do not agree.

We may change, add to or remove from the Website any content, product, service or feature without notice.

We may change any fees or charges, or commence charging for any services provided through this Website, provided that you will not incur any changed or new fees or charges until you have been notified and provided with an opportunity to cease using the Website.

7. Your relationship with third parties

(a) Clients:

When you are involved in being Certified by an Accountant or dealing with an Adviser you may be entering into a legally binding contract with that person and may become liable to that person, including for the payment of fees. We are not a party to that contract or your relationship with such persons. You are responsible for ensuring that you comply with your obligations to such persons. If such persons breach an obligation to you, you are responsible for enforcing any rights that you may have against those persons.

You may also become liable under the Corporations Act or other legislation or to third parties who rely on your Information by accessing it through the Website. You are solely responsible for such liability.

(b) Accountants:

When you are involved in Certifying a Client you may be entering into a legally binding contract with that Client and may become liable to that Client. We are not a party to that contract or your relationship with your Client. You are responsible for ensuring that you comply with your obligations to that Client. If a Client breaches an obligation to you, you are responsible for enforcing any rights that you may have against that Client.

By Certifying a Client, you may also become liable under the Corporations Act or other legislation or to third parties who rely on your Information by accessing it through the Website. You are solely responsible for such liability.

8. Suspension, termination or removal

We may suspend or terminate your account or access to any part of the Website, or block access to or remove any of your Information at any time, for any reason at our discretion, including (without limitation) if you are or we suspect you are: in breach of the User Agreement; in dispute with your Accountant or Adviser if you are a Client or with your Client if you are an Accountant or any other person in connection with your use of the Website; the subject of a complaint from any person; likely to bring us or the Website into disrepute; or engaged in any fraudulent activity in connection with the Website.

Notwithstanding your acceptance of this User Agreement, we are under no obligation to provide access to the Website or guarantee its availability or operation in any form. You will have no claim whatsoever against us in respect of any suspension or termination under this clause 8.

If your account is suspended or terminated, you must not apply for a new account with us.

9. Disputes

We will not become involved in, and are not responsible for, disputes between you, your Accountant or your Adviser if you are a Client or your Clients if you are an Accountant, other Users, and any other person.

Any dispute you have with us should be reported to us via email at the email address specified in clause 22 to enable us to attempt to resolve the dispute.

10. Unauthorised activity

You must not, in connection with the Website and your use of the Website:

- (a) modify, adapt, or otherwise alter the Website except in the course of normal use;
- (b) provide false, misleading, deceptive or otherwise inaccurate Information;
- (c) act fraudulently;
- (d) copy, reproduce, create derivative works or publicly display any content contained in the Website (with the exception of your Information);
- (e) infringe our or any third party's copyright, patent, trade mark, trade secret, confidential information, or any other proprietary or intellectual property rights;
- (f) take any action that will result on an unreasonable or disproportionately large load being imposed on our infrastructure;
- (g) incorporate material into the Website or otherwise post any Information that:
 - (i) violates or infringes any applicable law or any right of a third party (including intellectual property rights); or
 - (ii) is threatening, abusive, defamatory, invasive of privacy, libellous, defamatory, vulgar, obscene, profane, or which may otherwise harass or cause distress or inconvenience to, or incite hatred of, any person;
- (h) use any robot, spider, other automatic device or manual process to monitor or copy the Website, or content contained in the Website;
- (i) remove, disable, defeat, or otherwise circumvent any functionality of the Website (including a requirement to use a user name and password or other authentication method, or other security protection or preventative measures against unauthorised use);
- (j) damage, disrupt, disable or otherwise impair the operation of the Website or interfere with the use of the Website by other persons, including introduce a virus, Trojan horse or other malware into the Website intended to cause damage, breach, malfunction, or other undesired effects to the Website, or carry out a denial of service attack;

and we may terminate your account should you do, or we suspect you have done or may do, any of the above.

11. Licence

To enable us to use the Information, you agree to grant us an irrevocable, non-exclusive, perpetual, royalty-free, sub-licensable, worldwide licence to do all acts comprised in the copyright and to



exercise the publicity and database rights you have in the Information, in any media, with respect to the Information. We will only use the Information in accordance with our Privacy Policy.

12. Confidential information

Unless provided otherwise by us in writing, you must keep confidential, and not use or disclose, any of our information (including material obtained through the Website and your user name and password for the Website) that is marked as confidential information or which is by its nature confidential information, excluding information which is public knowledge (other than as a result of breach of confidentiality by you), is in your prior possession or that is otherwise acquired or developed by you independently of us.

Upon our written request, you must return or destroy all copies of confidential information in your custody or control.

13. Privacy

Our Privacy Policy sets out the information (including personal information) we collect, and how we use it, when you access and use this website. In addition to our privacy policy, you agree that we may collect personal information and other information about you when you access or use the Website. We may use and disclose your personal information to third parties and other bodies (including a local or overseas hosted services provider and other contractors providing services to us) for the purposes of:

- (a) providing you with access to the Website;
- (b) auditing compliance with this User Agreement; and
- (c) compliance and enforcement of laws, and you consent to such use, and agree that these uses constitute the primary purposes for which we collect your personal information, for the purpose of the *Privacy Act 1988* (Cth).

You agree to comply with any reasonable direction given us in relation to privacy matters in respect of the Website. You warrant that you will deal with any personal information or sensitive information disclosed to you, or collected by you in connection with your use of the Website, in compliance with obligations under the *Privacy Act 1988* (Cth).

14. No agency

Entry into this User Agreement does not give rise to an agency, partnership, joint venture, employee-employer or other similar relationship.

You do not have any other authority to bind us or our related entities or affiliates in any way.

15. Security

You must immediately notify us if you become aware of any suspected or actual unauthorised activity, prohibited disclosure or use of your user name and password, or any confidential information, or the existence or exploitation of any security vulnerability, weakness, or threat on the Website.

You must take all steps reasonably within your power to mitigate, prevent or stop any such conduct and provide all assistance reasonably requested by us in relation to any actions or proceedings we may take against any person for any such conduct.

16. Termination



Without limiting any of our other rights under the User Agreement, we may terminate your account with us by providing seven days notice to your email address. You may terminate your account with us by providing us with 30 days notice to our email address specified in clause 22.

17. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATION OR WARRANTY (EITHER EXPRESS, IMPLIED OR STATUTORY) ABOUT:

- (a) THE WEBSITE;
- (b) THE ACCURACY, VERACITY TIMELINESS OR CONTENT OF ANY INFORMATION OR DATA CONTAINED ON THE WEBSITE AND ANY OTHER ASSOCIATED WEBSITE;
- (c) CONTINUED ACCESS TO OR USE OF THE WEBSITE;
- (d) AVAILABILITY OF THE WEBSITE;
- (e) BACKUP OR BUSINESS CONTINUITY IN RESPECT OF THE WEBSITE;
- (f) THE MERCHANTABILITY, FITNESS, QUALITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF THE WEBSITE OR DATA LOCATED ON THE WEBSITE;
- (g) THE WEBSITE OR DATA BEING ERROR OR MALICIOUS CODE FREE, SECURE, CONFIDENTIAL OR PERFORMING AT ANY PARTICULAR STANDARD OR HAVING ANY PARTICULAR FUNCTION.

WE PROVIDE THE WEBSITE ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, AND DO NOT WARRANT THAT IT WILL BE AVAILABLE FOR USE OR AT ALL.

18. LIMITATION OF LIABILITY

TO THE EXTENT THAT CONDITION OR WARRANTIES IMPLIED BY LAW IN RELATION TO THE PROVISION OF A SERVICE CANNOT BE EXCLUDED, OUR LIABILITY FOR ANY LOSS ARISING OUT OF A BREACH OF SUCH AN IMPLIED CONDITION OR WARRANTY IS LIMITED TO THE SUPPLY OF THE SERVICE AGAIN, OR THE COST THEREOF, AT OUR DISCRETION. ALL SUCH IMPLIED CONDITIONS AND WARRANTIES ARE EXCLUDED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

WE ARE NOT LIABLE TO YOU IN ANY WAY FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, LOSS OF REVENUE OR PROFIT, LOSS OF OPPORTUNITY, PURE ECONOMIC LOSS OR ANY DAMAGE (INCLUDING LOSS OF DATA AND/OR ANY LOSS OR DAMAGE THAT MAY REASONABLY BE SUPPOSED TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AS AT THE DATE OF THIS AGREEMENT AS A PROBABLE RESULT OF ANY ACT OR OMISSION) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

OUR TOTAL AGGREGATE LIABILITY TO YOU (IF ANY) IS LIMITED, AT OUR ELECTION, TO:

- (a) IN THE CASE OF THE PROVISION OF A SERVICE FOR A FEE - THE RE-SUPPLY OF THE SERVICE OR PAYMENT OF THE COST OF DOING THIS;
- (b) IN THE CASE OF GOODS SUPPLIED FOR A FEE – REPAIR OR REPLACEMENT OF THE GOODS, SUPPLY OF EQUIVALENT GOODS, OR PAYMENT OF THE COST OF DOING THIS; AND

(c) IN ALL OTHER CASES, \$1.

WE ARE NOT LIABLE TO YOU OR A THIRD PARTY FOR LOSS SUFFERED BY YOU OR A THIRD PARTY CAUSED BY AN ACT OR OMISSION OF US IN RESPECT OF SECURITY OF THE WEBSITE, OR UNAUTHORISED ACCESS TO A SERVICE, HOWEVER THAT LOSS ARISES.

NOTWITHSTANDING THE PROVISIONS OF THIS CLAUSE, NOTHING IN THIS AGREEMENT SHALL LIMIT THE LIABILITY OF EITHER PARTY FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF IT OR ITS EMPLOYEES ACTING IN THE COURSE OF THEIR EMPLOYMENT.

19. INDEMNITY

YOU INDEMNIFY US, OUR OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIM, LIABILITY, LOSS, DAMAGE, COSTS (INCLUDING THE COST OF ANY SETTLEMENT AND LEGAL COSTS AND EXPENSES ON A SOLICITOR AND OWN CLIENT BASIS), AND EXPENSES ARISING OUT OF OR AS A CONSEQUENCE OF A DEFAULT OR UNLAWFUL OR NEGLIGENT ACT OR OMISSION ON YOUR PART (INCLUDING IF RELEVANT YOUR OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS).

WITHOUT LIMITING THE PRECEDING PARAGRAPH, YOU INDEMNIFY US, OUR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, DAMAGE, COSTS (INCLUDING THE COST OF ANY SETTLEMENT AND LEGAL COSTS AND EXPENSES ON A SOLICITOR AND OWN CLIENT BASIS), AND EXPENSES INCURRED BY VIRTUE OF ANY BREACHES OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS AS A DIRECT OR INDIRECT CONSEQUENCE OF YOUR USE OF THE WEBSITE OR ANY SOFTWARE OR OTHER INTELLECTUAL PROPERTY LICENSED TO YOU UNDER THIS AGREEMENT.

20. Jurisdiction

This User Agreement is governed by the laws of Queensland, Australia and each party submits to the non-exclusive jurisdiction of the courts of Queensland.

If any provision of these Terms is determined to be unenforceable or invalid by any court, such provision shall be deemed to be modified as required to ensure its enforceability or, if that is not possible, severed from these Terms, without affecting the continued operation of the remainder of the Terms.

21. Survival

The following terms survive termination of your account and this User Agreement: 3, 4, 5.2, 7, 8, 9, 11, 12, 13, and 17 - 22.

22. Contact

If you have any queries regarding these Terms, please contact Cygura as follows:

admin@cygura.com.au