

AdviserNET online transactions disclaimer



You have instructed your adviser to lodge investment and other instructions with Asgard Capital Management Limited ABN 92 009 279 592 ('Asgard') on your behalf electronically via AdviserNET (an online e-commerce facility), using the AdviserNET Online Transactions Facility (Online Transactions).

By instructing your financial adviser to do so, you agree to the following terms and conditions:

1. Despite anything else in the following terms and conditions, your adviser may have remedies under either the Australian Securities and Investments Commission Act 2001 or the Australian Consumer Law if the services provided under this Agreement are not the appropriate standard.
2. Except to the extent required by law or as set out in clause 1, Asgard makes no representations or warranties express or implied that Online Transactions is fault free or as to the continuity, functionality, reliability or efficiency of Online Transactions or the suitability of Online Transactions to you. You agree to your financial adviser lodging instructions in this manner at your own risk and solely in reliance on your own judgement and not upon any warranty or representation made by Asgard.
3. Except to the extent required by law and subject to clause 4, Asgard will not be liable to you in contract, tort or otherwise (whether negligent or not) and you will not have any cause of action against or right to claim or recover from Asgard for or concerning any loss or damage of any kind at all (including consequential loss or damage and including but not limited to loss of profits and business interruption) caused directly or arising indirectly out of:
 - a. your financial adviser's use of Online Transactions or any part of it;
 - b. any inaccuracy, defect, unintended inclusion, malfunction, default, error, omission, loss, delay or breakdown in Online Transactions;
 - c. any suspension of Online Transactions or your financial adviser's access to Online Transactions in accordance with the Online Transactions Facility Agreement;
 - d. any delay in the lodgement of, or execution of, instructions submitted electronically by your financial adviser due to systems faults, communication failures or any other circumstance outside Asgard's reasonable control relating to the use of or ability to operate Online Transactions;
 - e. any delay in the execution of instructions arising from Asgard following its standard procedures in the usual course of its business, including, without limitation, ensuring the instructions do not contravene any of Asgard's investment or other requirements;
 - f. any breach of the AdviserNET Online Transactions Facility Agreement by your financial adviser or any error or omission made by your financial adviser with respect to the use of Online Transactions, including, but not limited to, the completion and submission of instructions and the order in which your financial adviser submits them;
 - g. the order in which Asgard processes instructions submitted electronically by your financial adviser using AdviserNET;
 - h. the processing of an instruction submitted electronically by your financial adviser using AdviserNET which contradicts an Instruction lodged in paper format with Asgard;
 - i. any failure by your financial adviser or you to provide, update or correct any information about you displayed on AdviserNET, and as a result any delay or error by Asgard in processing, updating or correcting any information about you that is provided to Asgard;
 - j. your financial adviser's failure to comply with reasonable instructions, documented practices relating to the electronic submission of instructions or training material provided by Asgard from time to time;
 - k. the execution of transactions by or involving third parties;
 - l. Online Transactions not functioning in the manner contemplated by your financial adviser where the instruction is complex or your Account is complex;
 - m. Asgard rejecting or returning an instruction;
 - n. any breach by your financial adviser of the Corporations Act 2001; or
 - o. any other act, matter, thing or condition beyond Asgard's reasonable control relating to the use of or ability to operate Online Transactions,except where caused by Asgard's gross negligence, fraud or wilful misconduct.
4. Where liability may not be excluded at law (for example, as mentioned under clause 1), Asgard's liability is limited, in its discretion, in the case of the supply of services, to the re-supply of those services or to payment of the costs of re-supplying those services.

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Asgard

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