End User Licence Agreement (EULA)

The first step in this process is to replace our application terms and conditions with this new End User Licence Agreement ("EULA"), and to add separate data terms. During the transition process, the new terms and conditions may not yet apply to existing users.

For further information, including the extent to which these changes apply to you, please see our website: class.com.au/application-tc.

1 End User Licence Agreement

a. This EULA is an agreement between you and Class Technology Pty Ltd (ABN 46 121 158 503) of Level 20, 580 George Street, Sydney, New South Wales 2000 ("**us**", "**we**" or "**our**") governing your use of our SMSF & Trust accounting and administration software, "Class Super", "Class Trust" and/or our investment reporting and administration software, "Class Portfolio" (together, the "**Software**").

b. We have entered into a Software Services Agreement with our client ("**Client**") under which we agree to provide access and use of the Software to our Client's Authorised Users.

c. Our Client's **Authorised Users** consist of:

    i. their customers or the customer's representatives ("**Invited Users**"); and

    ii. their employees, secondees, directors, officers, contractors, service providers and professional advisers, as well as professional advisors of their customers (together "**Client Personnel**"),

that have been authorised to access and use the Software by our Client.

d. The Software may provide different functionality for Invited Users and Client Personnel (or for different types of Authorised Users).

e. You must be an Authorised User to access and use the Software. If you are not an Authorised User, you have no right to use the Software and should not proceed past this point.

f. If you are bound by the agreement between us and our Client (a "**Software Services Agreement**"), and a term in this EULA is inconsistent with the Software Services Agreement, then the relevant term of the Software Services Agreement will prevail.

g. By clicking the "accept" button or by accessing and using the Software, you are entering into and agreeing to be bound by the terms of this EULA, our policy regarding use of the Software, available at class.com.au/fair-use-policy ("**Use Policy**"), our data breach notification protocol, available at class.com.au/data-breach-protocol ("**Data Breach Notification Protocol**"), and our privacy policy, available at class.com.au/privacy ("**Privacy Policy**"). If you do not agree to be bound by any of these documents, you must not click the "accept" button, or access or use the Software.

h. Our Use Policy, Data Breach Notification Protocol and our Privacy Policy are incorporated

into this EULA by reference and may be updated by us from time to time.

i. We will notify you of any changes to the documents referred to in the links above, or to this EULA, when you next login to the Software.

2 The Software

a. We grant you a revocable, non-transferable and non-exclusive right to access and use the Software, remotely via the internet, and to use the specifications, user manuals, training materials and collateral in connection with the Software ("**Documentation**"), for the business purposes of our Client ("**Approved Purpose**") strictly in accordance with the terms of this EULA.

b. You must comply with all applicable laws in connection with your access to and use of the Software, and access and use the Software only in accordance with those access requirements (such as user identification and password requirements) that we have notified you or our Client of.

c. The Software must be used in conjunction with hardware and software of equal or higher specifications than set out at class.com.au/minimum-hardware-requirements (which we may update from time to time). You are entirely responsible for ensuring that the hardware and software that you use to access and use the Software meets these minimum specifications.

d. We may allow you to use third party (or your own) identity verification software to enable you to login and access the Software, however, if we do so:

   i.   we cannot validate any access to the Software using such identity verification software; and

   ii. you are entirely responsible for any access to, or use or misuse of, the Software (whether by you, our Client, another Authorised User or any other person) as a result of your use of such identity verification software.

e. As part of the Software, we may provide you with the ability to upload and store files with us. We may use anti-virus software to scan these files for viruses or other malware ("**Harmful Code**"). We may refuse to upload files where we detect Harmful Code and we will notify you where that is the case.

f. Where files containing Harmful Code have already been uploaded, we will quarantine them and inform you once we have done so, at which point you will have 5 working days to download them. If you decide to download your files, you do so knowing they have been identified as containing Harmful Code and do so entirely at your own risk. We may delete your files after the 5 working day period has elapsed.

g. From time to time:

   i.   the Software may be unavailable due to scheduled maintenance, system or Software updates, upgrades or changes and operational procedures;

ii.   we may change, add or delete functions, features, performance or other characteristics of the Software provided that the functionality or availability of the Software will not be materially and adversely affected; and

iii. we may deactivate your access to the Software due to systems issues.

3   Your Responsibilities

a.   You must not:

i.   use the Software or any Documentation for any purpose other than for the Approved Purpose;

ii.   permit any other person to access the Software and Documentation other than as expressly permitted by this EULA;

iii. reverse engineer or decompile the Software, unless otherwise permitted by law;

iv.   modify or alter the Software or Documentation;

v.   sell, resell, transfer, sublicense, assign, distribute or otherwise commercially exploit or make available to any third party the Software; or

vi.   remove, alter or obscure any identification, copyright, trademark or other proprietary notices, labels or marks on or in the Software and the Documentation.

b.   As between us and you, the Intellectual Property Rights, title and any other interest in the Software (including any modifications and derivative works) and the Documentation is permanently and irrevocably vested in us, and this EULA does not convey any rights of ownership in or to the Software and Documentation.

4   Intellectual Property Rights

a.   As between us and you, the Intellectual Property Rights, title and any other interest in Authorised User Data is permanently and irrevocably vested in our Client. You warrant, represent and undertake that you have granted our Client all applicable rights (including Intellectual Property Rights) necessary for our Client to permit us to Process Authorised User Data to the extent necessary to perform our obligations under this EULA.

b.   For the purposes of this EULA, **"Intellectual Property Rights"** means all industrial and intellectual property rights both in Australia and throughout the world, whether now known or devised in the future, and for the duration of the rights including any patents, copyright, registered or unregistered trade-marks or service marks, registered designs and commercial names and designations, circuit layouts, database rights and rights in relation to confidential information and trade secrets, whether or not registered or registrable.

CLASS

5 Data

Overview

a. The data that you may view and access in the Software comprises:

    i. Data that you or other Authorised Users have inputted, uploaded or stored in the Software (referred to as "**Authorised User Data**");

    ii. Third Party Data that we provide as part of our standard feed offerings ("**Data Services**"); and

    iii. Third Party Data that is provided by a third party data supplier (and not by us). This Third Party Data is provided on separate terms from this EULA that are set out at class.com.au/data-terms (which we may update from time to time) (our "**Third Party Data Terms**"),

(together, the "**Data**") and the terms applicable to each of these categories of Data are described in more detail below.

Authorised User Data

b. The Software may contain functionality that allows you to input, upload or store data in the Software. You are entirely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness, of any data, files or other information, including Personal Information (as defined in clause 5 below), that you input, upload or store with us in the course of using the Software.

c. You must ensure that you have all necessary rights and consents for us to access, store, use, copy, modify and delete (collectively, "**Process**") Authorised User Data in accordance with this EULA. You must ensure that Authorised User Data and our Processing of Authorised User Data in accordance with this EULA does not give rise to any civil or criminal liability for us.

d. You acknowledge that some Authorised User Data that is accessible on the Software (including data relating to you) may have been inputted or uploaded by other Authorised Users. We do not verify or check this data. Those Authorised Users, and not us, are responsible for the accuracy, quality, integrity, legality, reliability, appropriateness of that data.

Third Party Data and Data Services

e. Our Software will indicate whether Third Party Data is provided as part of our Data Services, or under the Third Party Data Terms.

f. In respect of the Data Services, we and our third party data suppliers make all reasonable efforts to ensure that the Data Services are made available. Where a delay in transmission occurs, the Data Services will be made available at the earliest practical time.

g. In respect of Third Party Data to which the Third Party Data Terms apply, you acknowledge that we are not a party to the relevant Third Party Data Terms. The relevant

third party data supplier (and not us) is the supplier of the Third Party Data to you, and you are responsible for complying with the relevant Third Party Data Terms. Our role in respect of this Third Party Data is limited to merely providing the technical means by which that Third Party Data is delivered to you.

Additional terms applicable to all categories of Data

h.   Our making available of the functionality that allows Data to be accessible through the Software should not be construed as an endorsement, approval or recommendation by us with respect to that data, and any links are provided for information and convenience only. We do not verify or warrant the accuracy, quality, integrity, legality, reliability, appropriateness of any Data. You are responsible for your use of any Data in accordance with this EULA, and at your own risk.

i.   To the extent permitted by law, we will not be liable in any way for:

   i.   any loss, damage or liability suffered by you through your use of, or access to the Data;

   ii.   errors, omissions or changes without notice to the Data; or

   iii.   failures or delays in transmission of the Data,

   except to the extent caused by our negligence or breach of this EULA.

j.   You must not:

   i.   reverse engineer, disassemble, decompile, re-disseminate, redistribute, or publish the whole or any part of the Data or Data Services;

   ii.   establish, maintain or provide or assist in establishing, maintaining or providing a secondary market in respect of any of the Data or Data Services; or

   iii.   use the Software to access any data that you are not authorised to access, or to use the Data or Data Services for any unlawful purpose.

k.   We may provide the functionality for you to approve access by third parties to Data accessible to you in the Software (whether Authorised User Data or otherwise). You must ensure that in granting any such approval, you are authorised to do so on behalf of our Client and any other person to whom the Data relates. We are not responsible for the use of such data and information by any third party whom you approve such access for.

6   Integrated Services

a.   We may make available for purchase products offered by third parties ("**Third Party Products**"). We are not responsible for providing Third Party Products, and the contractual relationship for any such Third Party Product will be solely between you and/or our Client and the provider of such Third Party Products, and we are in no way liable to you in respect of such products.

b.   To the extent specified through the Software, we will invoice you and/or our Client the relevant fees on behalf of the relevant provider of the Third Party Products in accordance

with our standard payment terms.

c. We may make available a third party electronic signature solution for use in conjunction with the Software (an "**e-Signature Solution**"). Paragraph 5(a) does not apply to the e-Signature Solution, and instead the following paragraphs apply depending on the licensing model it is provided under:

   i. where we offer, and our Client has elected to use, a "bring your own licence" option for an e-Signature Solution, our Client is responsible for procuring any licences necessary to use that e-Signature Solution. The contractual relationship for your use of that e-Signature Solution is solely between our Client and the provider of the e-Signature Solution, and you must comply with any terms applicable to the access and use of the e-Signature Solution as agreed with that provider. Any fees for such access and use will be invoiced by that provider, not us; or

   ii. in all other cases:

      A. while the e-Signature Solution is provided under, and subject to, this EULA, you must still comply with all relevant e-signature Provider terms and conditions available at: docusign.com/company/terms-and-conditions/reseller or pleasesign.com.au/acceptable-use-policy (as the case may be) as amended from time to time or such alternative terms which the provider of the e-Signature Solution may require us to provide to you. Any such alternative terms will apply 30 days from the date that we notify you of those terms;

      B. if you wish to make any claim that the e-Signature Solution fails to perform as warranted by its provider, you agree to submit that claim to us and permit us to manage the claim with the provider of the e-Signature Solution;

      C. your use of the e-Signature Solution is only for a limited-capability, limited-use of the e-Signature Solution solely in conjunction with the Software. Unless you or your Client otherwise agree with the provider of the e-Signature Solution, you may not use the e-Signature Solution by itself or in conjunction with any products other than the Software. You may only use the e-Signature Solution for so long as we offer it, and you have no on-going term-based right during which we must provide the e-Signature Solution;

      D. we may provide reasonable information about you and your use of the e-Signature Solution to the provider of that solution, including where you inform us that you wish to upgrade your account type for the e-Signature Solution or purchase other products and services of that provider. The provider of the e-Signature Solution may use this information to provide notices to you as it deems reasonably necessary other than for marketing purposes. Any use or disclosure of such information will be in accordance with that provider's terms and conditions and privacy policy. Where agreed with Our Client, the provider of the e-Signature Solution may from time to time provide support and other professional services to you in relation to the e-Signature Solution; and

      E. we may refuse to provide or cease providing the e-Signature Solution to you where required to do so under our agreement with the provider of that e-

Signature Solution, including where the provider reasonably objects to such use (for example, if it reasonably suspects that you are engaging in activities that violate the law).

7 Support Services

a. We will provide you with support for operational problems, bugs, feature requests, anomalies or enquiries relating to use of the Software ("**Issues**") in accordance with the Issue classification, procedures and target timeframes ("**Support Services**") specified in Support for Class (which we may update from time to time). You are responsible for:

    i. providing sufficient information and data to allow us to readily reproduce all reported Issues; and

    ii. making available such remote access facilities as we require in order to provide the Support Services (subject to us complying with any reasonable security or access restrictions you notify us in writing).

8 Privacy

As a consequence of making the Software available to you we will collect certain "**Personal Information**" (as that term is defined in the Privacy Act 1988 (Cth)). We understand that privacy is important to you and our Privacy Policy notifies you of certain matters regarding our collection, use, disclosure and protection of that Personal Information. You must comply with your obligations under our Data Breach Notification Protocol in respect of any Eligible Data Breach (as defined in our Data Breach Notification Protocol).

9 Statistical data

We collect and prepare de-identified and aggregated statistical data related to the use of our Software and services, and the Data. This is to administer and monitor the use of our Software and services, and for our own internal business improvement purposes, benchmarking, market and industry research, and use in commentary, media releases and other publications. We agree not to take any steps (whether through data analytics or otherwise) which will deliberately cause this de-identified information to become re-identified or Personal Information.

10 Disclaimer

a. The Software we make available to you under this EULA is not designed or intended for use (and must not be relied on) as a substitute for accounting, legal or any other advice in relation to superannuation or investment reporting, nor for compliance nor as the source of truth for what you are invested in, the value of your investments or for entering into any financial transactions. All information available on the Software is for general purposes only.

b. The provision of Data Services by us does not constitute the provision of 'personal advice' or 'general advice' as those terms are defined in the Corporations Act 2001 (Cth) and Corporations Regulations 2001 (Cth).

c. Third Party Data is provided to you without taking into account the objectives, financial situation or needs of any individual. You are advised not to rely on the Third Party Data in

any way as the basis for entering into any commercial, financial or other transaction.

d. Before making any investment decision, an individual should consider the appropriateness of the advice to their circumstances, and obtain specific financial, legal and taxation advice. Where one exists, all potential investors should obtain a Product Disclosure Statement ("PDS") relating to any relevant financial product and consider the PDS before making any decision to invest.

e. All express or implied guarantees, warranties or conditions relating to this EULA or its subject matter, not contained in this EULA, are excluded from this EULA to the maximum extent permitted by law.

f. Nothing in this EULA excludes, restricts or modifies any guarantee, condition warranty, right or remedy implied or imposed by any statute which cannot lawfully be excluded, restricted or modified (a "**Non-Excludable Condition**").

g. If a Non-Excludable Condition is implied or imposed in relation to this EULA and cannot be excluded, and we are able to limit your remedy for a breach of the Non-Excludable Condition, then our liability to you for breach of the Non-Excludable Condition is limited to one or more of the following at our option:

   i. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

   ii. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

11   Liability and indemnity

a. Notwithstanding anything else in this clause 9:

   i. neither party will be liable for any indirect or consequential loss, loss of profits, loss of revenue, loss of savings or loss of opportunity, or loss of or damage to goodwill;

   ii. without limiting paragraph (b)(i), and on the basis that the Software enables you to extract Authorised User Data from time to time for backup purposes and we provide you with an opportunity to download files quarantined after being found to contain Harmful Code, we will not be responsible or liable for any loss, damage, deletion or unauthorised access to, alteration of, or failure to upload or store, Authorised User Data except to the extent our breach of this EULA, negligence or other wrongful act or omission caused such loss;

   iii. your liability will be reduced to the extent any Loss is caused by us or our employees, agents or contractors; and

   iv. our liability will be reduced to the extent any Loss is caused by you or our Client.

b. You will indemnify us and our employees, officers, agents and contractors from and against any claims, proceedings and Losses arising out of a claim by a third party as a result of

i.   any wilful misuse of the Software or wilful breach of this EULA by you or any person to whom you have granted access to the Software; or

ii.   your failure to comply with clause 2,

however, you are not obliged to indemnify us in respect of any claims, proceedings and Losses to the extent that our breach of this EULA, negligence or other wrongful act or omission contributed to such claims, proceedings and Losses arising.

12   Confidentiality

a.   Each party agrees to keep confidential, and not to use or disclose, other than as permitted by this EULA, any Confidential Information of the other party, where "Confidential Information" means, in relation to that other party, any information:

    i.   regarding the business, technology or affairs of that party;

    ii.   regarding clients, customers, employees, contractors of, or other persons doing business with, that party;

    iii.   in our case, information and details regarding the function, purpose and/or operation of the Software and of the contents of the Documentation and other explanatory material supplied by us;

    iv.   in your case, Authorised User Data, but excluding any statistical data referred to in clause 6;

    v.   which is by its nature confidential or which is designated as confidential by that party;

    vi.   which the other party knows, or ought to know, is confidential; or

    vii.   the commercial arrangements between the parties.

b.   These obligations of confidence extend to Confidential Information provided to or obtained by a party prior to the effective date of this EULA. These obligations of confidence do not apply to Confidential Information:

    i.   that is in the public domain otherwise than as a result of a breach of this EULA or other obligation of confidence; or

    ii.   that is already known by, or rightfully received, or independently developed, by the recipient free of any obligation of confidence.

c.   Notwithstanding anything to the contrary in this EULA, either party may disclose Confidential Information of the other party where such Confidential Information:

    i.   is required to be disclosed by applicable law, by a court or governmental agency, provided that, prior to disclosing any such Confidential Information, the party making the disclosure has promptly notified the other party in writing to allow that party to take all reasonable steps to maintain such Confidential Information in confidence; or

ii. is required to be disclosed in accordance with the rules of any stock exchange upon which the securities of the party making the disclosure are listed.

d. On request by the party disclosing the Confidential Information the party receiving the Confidential Information must:

i. promptly return or destroy (at the option of the disclosing party) the Confidential Information and any copy of it; and

ii. if required by the disclosing party, certify in writing that it has returned or destroyed all the Confidential Information.

13   Governing Law

This EULA and all disputes arising under it shall be governed by the laws of New South Wales, Australia, and each party submits to the exclusive jurisdiction of the courts in that state.

14   Severability

If any part of this EULA should be declared invalid, void or unenforceable, such part or parts shall be severed from the remainder of the EULA which will remain in full force and effect. The invalid, void or unenforceable provisions shall be replaced by provisions which correspond to or come as close as possible to the economic or intended purpose of the void provision.

15   Waiver

The failure of a party to pursue its rights with respect to a default or breach of this EULA does not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

16   Force majeure

Neither party is responsible for any delay in its performance or its failure to perform due to causes beyond its reasonable control.

17   Modifications

a. We may modify this EULA from time to time to reflect changes in:

i. the Software;

ii. any law;

iii. the terms of the "Software Services Agreement"

iv. where we otherwise believe it is reasonable to do so.

b. We will notify you of such changes when you next login to the Software, and if you do not agree to these changes, you must not use the Software.