



**DomaCom**

# **End User Terms and Conditions**

# End User Terms and Conditions

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## 1. Definitions & Interpretation

### 1.1. Definitions

In these end user terms and conditions, the following terms shall have the following meanings.

**Account** means the collection of investments held by an Investor in the DomaCom Fund including a Cash Account.

**ANZ** means Australia and New Zealand Banking Group Limited Bank ABN 11 005 357 522 and is the provider of the bank account in which investments in the Cash Pool will be invested.

**Application Form** means the online application form that an Authorised Adviser can access and a potential Investor is required to complete in order to make an investment in the DomaCom Fund.

**ATO** means Australian Taxation office

**Authorised Adviser** means an adviser that is accredited by DomaCom and that an Investor (or potential Investor) appoints to act on their behalf in respect of their Account and transactions on the DomaCom Platform.

**Campaign** means a price discovery process used by the DomaCom Fund for the purpose of creating Sub-Funds for investment. For more information about the Campaign, the Campaign Process, the DomaCom Fund and Sub Funds see the PDS.

**Cash Account** means the Cash Account that is set up for an Investor in the Cash Pool of the DomaCom Fund.

**Cash Account Holder** means an Investor holding a Cash Account in the Cash Pool which forms part of the financial product offering made available under the PDS.

**Cash Account Terms and Conditions** means the terms and conditions associated with the Cash Account referred to in clause 4.6.

**Cash Pool** means the wholesale and retail cash pools which form part of the DomaCom Fund. For more information about the Cash Pool see the PDS.

**DomaCom Australia Limited** (referred to throughout the terms as "DomaCom"/ "We/ "we", "Our"/ "our" "Us" "us") is the technology provider of the DomaCom Website and the DomaCom Platform and the Investment Manager of the DomaCom Fund and in relation to the DomaCom Fund also the Market Maker.

**DomaCom website** means the public website which is accessible at [www.domacom.com.au](http://www.domacom.com.au)

**DomaCom Platform** means the secure area of the site that is restricted and accessible only to End Users which DomaCom approves.

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**End User means** any person who accesses the DomaCom Website or the DomaCom Platform- referred to throughout the terms also as “You”/ “you” or “Your”/ “your”.

**General Terms of Use** means section 2 of these End User Terms and Conditions.

**Insider Trading Rules** means those provisions of the Australian law and regulation relating to insider trading from time to time.

**Investor** means an investor in the DomaCom Fund.

**Listing** means the listing of assets including real property, loans or other securities as part of the Campaign process. For more information about the Campaign and Campaign process refer to the PDS.

**Market Maker** means DomaCom Australia Limited who intends to make a market in Units (that is, to regularly state prices at which it is willing to buy and sell Units) and will provide functionality for the buying and selling of Units on the DomaCom Platform. For more information about buying and selling Units see the PDS.

**PDS** means the Product Disclosure Statement issued by the Responsible Entity/Trustee relating to the financial product offering known as the DomaCom Fund and of which DomaCom Australia Limited is the Investment Manager.

**Responsible Entity/Trustee** means Melbourne Securities Corporation ABN 57 160 326 545 AFSL No. 428289 who is the Trustee/ Responsible Entity of the DomaCom Fund and the issuer of the Product Disclosure Statement (“PDS”) for the DomaCom Fund’s financial product offering

**Sub Fund** - A Sub-Fund established by the Trustee to hold an Underlying Asset and where the context requires means the Trustee in its capacity as Trustee of the Sub-Fund or the Custodian in its capacity as custodian for the DomaCom Fund.

**Terms of Access** means the terms and conditions set out in section 3 of these terms and conditions, being the terms on which DomaCom agrees to grant Investors, Authorised Advisers and other parties at its discretion, access to the secure areas of the DomaCom Platform.

**Units** means units issued by the Responsible Entity/Trustee in the DomaCom Fund.

**User ID** is the unique identifier issued by DomaCom to each End User of the DomaCom Platform.

## 1.2. Interpretation of headings

Headings are for convenience only and do not have a separate legal meaning.

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## 2. General – terms and conditions that apply to all End Users

By using the DomaCom Website and /or the DomaCom Platform you and/or your appointed Authorised Adviser agree to be bound by these End User Terms & Conditions. Some of these End User Terms and Conditions (the Terms of Access in section 3 and the terms that only apply to End Users who are Investors in section 4) do not apply to all End Users. If your use of the DomaCom Website or the DomaCom Platform changes over time, then the provisions of these End User Terms & Conditions that apply to your use will also change.

### 2.1. Who can access the website?

2.1.1. If you are not an Investor, you may still access the DomaCom Website to view generic information regarding the DomaCom Fund and how the DomaCom Platform works.

2.1.2. If you wish to become an Investor you or your appointed Authorised Adviser can initiate an online application for membership of the DomaCom Fund. In order to apply you and your appointed Authorised Adviser will be required to read the current PDS at [www.domacom.com.au](http://www.domacom.com.au) and provide the information required to complete the Application Form accompanying the current PDS. If your application is accepted by the Responsible Entity/Trustee, you and/or your Authorised Adviser will then be granted access to the secure area of DomaCom Platform not available to the general public.

### 2.2. General terms of use

2.2.1. In consideration of our agreement to make the DomaCom Website and DomaCom Platform available to you, you agree that your use of the DomaCom Website and DomaCom Platform will not infringe any laws, third party rights or any of these End User Terms and Conditions.

2.2.2. You must not use the DomaCom Website if you are unable to form legally binding contracts, you are under the age of 18 or have been suspended from using our services.

2.2.3. If you are granted access to the secure areas of the DomaCom Platform you further agree to be bound by the Terms and Conditions of Access (“Terms of Access”) including any amendments or modifications that are made from time to time which are set out in section 3. If you are an Investor, the additional provisions set out in section 4 will also apply.

2.2.4. We reserve the right to change all or any of our terms of use or other conditions at any time by publishing the new terms and conditions on our website.

2.2.5. If you are an Investor you will be subject to the Cash Account Holder Terms and Conditions in section 4.6 in addition to the Terms and Conditions contained on the Application Form. If there is any inconsistency between these, the latter will prevail.

### 2.3. Third party links

We don't take any responsibility for the accuracy or completeness of any links to third parties' websites or advertising material which appears on the DomaCom Website. By linking

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to third party sites, DomaCom does not authorise the reproduction of any material on such sites which may be the subject of intellectual property rights.

## 2.4. Third party content

We don't monitor or make any enquiries about third party content. We are not responsible for and do not endorse or make representations (either expressly or impliedly) concerning third party content or any associated advertising material. Any such material is for information purposes only and you assume any risk of entering those sites or viewing that material. We cannot guarantee your privacy or the security of any data that is provided to a third party through your linking to third party sites.

## 2.5. Copyright Notice / ownership of content

2.5.1. You acknowledge and agree that the DomaCom Platform consists of materials owned by DomaCom and contributors to the platform and that these are protected by applicable intellectual property laws.

2.5.2. If you provide content (e.g. listing information about a property) you are responsible for ensuring that the content is accurate, complete and up to date and that you have the rights to distribute that content and to grant us the rights to reproduce it on the DomaCom Website or the DomaCom Platform.

2.5.3. When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media you own now or in the future.

## 2.6. Configuring your Computer (cookies)

DomaCom stores cookies on your machine upon log on, in order to establish a secure session. Our cookies do not capture or send out any of your personal or account information. A cookie is a piece of information stored on your computer's hard drive by websites you visit. Internet Browsers (such as Internet Explorer, Chrome, Firefox, etc.) manage the storage of cookies on your computer. By default your browser may block handling of our cookies, and unless you change those settings you may have problems accessing our service. The DomaCom platform is only supported by current mainstream supported browsers. For our minimum requirements please go to: [www.domacom.com.au](http://www.domacom.com.au)

## 2.7. Restrictions on the use of the website

2.7.1. Much of the information on the DomaCom Platform is updated on a real-time basis and is proprietary or is licensed to DomaCom by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the DomaCom services for any purpose without our prior express written permission.

2.7.2. Additionally, you agree that you will not:

- Attempt to bypass security and/or authorisation requirements;

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- Take any action that imposes or may impose (in our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on our infrastructure;
- Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the platform without the prior express written permission of DomaCom and the appropriate third party, as applicable;
- Interfere or attempt to interfere with the proper working of the DomaCom Website, the DomaCom Platform, including but not limited to any related services or tools, or any activities conducted on or with the sites, services or tools; or
- Bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the DomaCom Website or the DomaCom Platform.

2.7.3. You further agree that you will not use or index any content or data for any purpose other than for the management of your Account and your transactions and that you will not use the index for the purpose of spamming or to violate any other person's rights in any manner whatsoever.

2.7.4. We reserve the right to exercise whatever means we deem necessary to prevent unauthorised access to or use of the DomaCom Website and the DomaCom Platform, including, but not limited to, instituting technological barriers, or reporting your conduct to any person or entity.

## 2.8. We do not provide any investment or real estate advice

By using the DomaCom Website or the DomaCom Platform you also acknowledge and agree that:

2.8.1. Information available on the DomaCom Website or DomaCom Platform is not a substitute for professional legal, financial, investment or other advice and that it is recommended that you seek your own independent advice;

2.8.2. Investments in the DomaCom Fund are not direct investments in underlying assets such as real property, mortgage loans and other securities and any transactions that you enter into that involve investments or potential investments in a Sub Fund on the DomaCom Platform, are simulations of investments in the underlying asset;

2.8.3. We are not licensed real estate agents nor do we purport to be providing real estate services, advice or recommendations; and

2.8.4. We do not warrant the accuracy or completeness of any information which is provided on the DomaCom Website in relation to any of the properties listed on the DomaCom Platform or otherwise, including but not limited to, any information such as reports or extracts from any reports importing or summarising third party content. Any such material, including that which incorporates third party content, is provided on the basis that you assess its content independently and seek your own advice.

## 2.9. What warranties do we give regarding security?

2.9.1. DomaCom may store personal information by way of computer storage, physical means and other electronic records. We will take all reasonable steps to protect personal

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information from loss, misuse, unauthorised access or disclosure. We have embedded physical/technological characteristics to safeguard the security of information and we audit this functionality to meet industry best practice.

2.9.2. All communications between your web browser and DomaCom, throughout the duration of your use of the DomaCom website and platform services will utilise encryption.

## 2.10. Liability for Losses

2.10.1. You acknowledge that we are not liable to you or any third party for any consequences which may result from any breach of security including any losses which may flow to you either directly or indirectly including and without limitation, lost opportunity costs.

2.10.2. You are liable to us and our officers, agents and employees and will indemnify us for any claim, or demand including any costs, direct or indirect and any consequential cost that we may incur as a result of any breach of that security caused by your, your

Authorised Adviser's or any third party's act or omission.

2.10.3. Whilst DomaCom will take reasonable steps to protect the security of your information we accept no liability whatsoever for any breaches of security that may result.

## 2.11. Complaints

We have a complaints handling procedure designed to ensure that your concerns are dealt with appropriately promptly and fairly. For details on our complaints process please see our Financial Services Guide (FSG) at [www.domacom.com.au](http://www.domacom.com.au).

The FSG contains details on how to contact us in strict confidence, or you can go to [www.domacom.com.au](http://www.domacom.com.au)

## 2.12. Laws

This Agreement will be governed in all respects by the laws of Victoria, Australia.

## 3. Terms of Access to secure parts of the Platform (Terms of Access)

### 3.1. User IDs and Passwords are required to access secure areas of the DomaCom Platform

3.1.1. Investors and Authorised Advisers will be issued with User IDs and be required to use a password in order to access the secure area of the DomaCom Platform.

3.1.2. We may, wholly at our discretion, grant to a variety of End Users limited access to specific areas of the DomaCom Platform. If, for example, you are a registered real estate agent you may seek and be granted permission by us to log into the DomaCom Platform for the purposes of providing data. Each such user will also be granted a User ID and be required to use a password and their access to the DomaCom Platform will be limited in accordance with our security rules.

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## 3.2. Access to some content is restricted

3.2.1. DomaCom Platform End Users who have access to the secure areas of the DomaCom Platform (including Investors and Authorised Advisers) are also bound by the Terms of Access (contained in this section) including any amendments or modifications that are made from time to time. For the avoidance of doubt, End Users who are neither Investors nor Authorised Advisers may still be granted access to restricted or secure areas of the DomaCom Platform. Any person who has access to the restricted areas of the DomaCom Platform is granted that access in consideration of their agreement to be bound by the Terms of Access and on the condition, that they comply with those obligations.

3.2.2. All End Users who are issued with a User ID are required to maintain the security of the User ID and any password(s) required to access the DomaCom Platform and not disclose these to anyone.

3.2.3. You further agree that you will:

- Not record your User ID or password in a way which could cause that confidentiality to be breached;
- Not allow anyone to access or use your User ID or password;
- Log out of the DomaCom Platform at the end of each session;
- Notify DomaCom immediately if you suspect that the security of your User ID or your password has been compromised or if the DomaCom Website and Platform has been accessed by an unauthorised person;
- Advise DomaCom immediately of any changes in your contact details; and
- Comply with any instructions for using the DomaCom website which may be posted from time to time.

3.2.4. If you or your Authorised Adviser has access to the DomaCom Platform you agree that you will ensure that any access to the DomaCom Platform that you delegate will comply with your legal obligations under the law and in particular under the Privacy Act 1988 (Cth). You further agree to immediately notify us of any change to your authorisation, licensing or status including but not limited to, no longer being an authorised representative or authorised officer of the relevant company or an Authorised Adviser of the Account Holder.

3.2.5. By accessing a secure area of the DomaCom Platform, you agree that:

- You will use the DomaCom Website and DomaCom Platform only for the purpose of accessing information that you are properly authorised to access;
- You will at all times use the DomaCom Website and DomaCom Platform strictly in accordance with these Terms of Access in addition to any other legal obligations that you may be required to comply with;
- We, at our discretion, may permit anyone to use the DomaCom Website and the DomaCom Platform (including accessing account information and making transactions on your behalf) provided they use a valid User ID and password, whether such use was authorised by you or not; and
- You will provide us with such assistance as we may require in making such security checks and verifying the identity of individuals as and when DomaCom considers necessary.



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## 3.3. Personal Information

3.3.1. We refer you to our Privacy Policies at [www.domacom.com.au](http://www.domacom.com.au) Our Privacy Policies are subject to the Privacy Act 1988 (Cth), and on request, we will give any member in the DomaCom Fund access to the personal information held about them.

3.3.2. In some circumstances we may be required to disclose personal information outside DomaCom for legal reasons, to law enforcement agencies, government agencies, courts or external advisers. We may also be required to disclose your personal information if you are a member of the DomaCom Fund, to third parties where this is related to the supply of our services.

3.3.3. Personal information may also be disclosed to third parties to whom specialised functions have been outsourced by DomaCom. DomaCom will take steps to ensure that these contractors comply with the Privacy Act and are authorised to use the personal information only to perform those functions.

3.3.4. We may use the personal information to provide you with our services or other information you have requested, provide the services we have undertaken with the Responsible Entity / Trustee to provide to you and manage our relationship with you. Personal information may also be used by the Responsible Entity/Trustee of the DomaCom Fund and by its outsourced providers but only to the extent it is necessary to provide you with the service for which you have subscribed. We and the service providers may use your personal information to notify you about other products. If you do not want your personal information to be used in this way, please contact us.

3.3.5. You consent to our collection of, holding, using and accessing your personal information for setting up your access and administering your use of the secure areas of the DomaCom Platform.

3.3.6. You consent to our tracking and monitoring (including by the use of cookies) your use of the secure areas of the DomaCom Platform and that information is stored for security purposes and to protect the integrity your account details.

3.3.7. You agree to promptly notify us of changes to any information you have provided to us in the course of your access to the DomaCom Platform and website.

3.3.8. If you wish to complain about how your personal information has been handled please contact us at [www.domacom.com.au](http://www.domacom.com.au).

## 4. Terms that only apply to End Users who are Investors

### 4.1. Investors acknowledgments about transactions on platform

If you are an Investor, in addition to agreeing to the General Terms of Use and the Terms of Access you also agree to and make the acknowledgments stated below.

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4.1.1. You will decide whether you need financial advice before seeking to invest in the DomaCom Fund or any Sub-fund or in relation to subsequent dealings with those investments. To the extent permitted by law, we have no liability to you with respect to any transactions in your Account (including any decrease in value of Units) and your investment decisions generally.

4.1.2. You will rely, and have relied, on your own skill and judgment or, when placing an order with us to buy or sell or units in the DomaCom Fund. Accordingly, you assume full responsibility for all of your investment decisions and we have no liability to you with respect to transactions or investment decisions.

## 4.2. Granting third parties authorizations to act on your behalf

4.2.1. You acknowledge that the Authorised Adviser to whom you are granting an authorisation to act on your behalf, has the authority to do anything that you, the Investor can do.

4.2.2. You understand and agree that we will assume that the Authorised Adviser remains authorised by you until you tell us in writing that you have revoked that authority.

## 4.3. Investor must comply with legal obligations in order to transact:

4.3.1. You warrant for our benefit that you will not carry out any act that is:

- In breach of any of the market manipulation rules in Corporations Act;
- In breach of Insider Trading Rules.

4.3.2 You acknowledge and agree that we will not accept trades that may create a disorderly market or prejudice the integrity or efficiency of the platform.

## 4.4. Participating in a Campaign

4.4.1. You warrant that you will not manipulate the price of any Campaign or interfere with any other end user's Listings in relation to any campaign.

4.4.2. You warrant that you are not associated with the owner of an underlying asset, nor a part owner by way of direct interest or indirect through any trust or nominee entity.

You further warrant that you will not, if you are in possession of any information relating to the asset that is the subject of a Campaign disclose that information to another party including but not limited to a real estate agent or another potential bidder to a campaign.

## 4.5. General

4.5.1. The information in the Application that you have provided is accurate, complete and truthful.

4.5.2. You agree acknowledge that your Application and your ongoing ability to transact is subject your compliance with AML/CTF Laws and you will not knowingly or otherwise do anything that would cause DomaCom or Perpetual to breach AML/CTF Laws. You will provide any assistance upon request to assist in the ongoing compliance with AML/CTF Laws.

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4.5.3. As an Investor or an End User with access to secure parts of the DomaCom Website and DomaCom Platform, you will receive email notifications from time to time, regarding changes to these Terms, any new functionality of the Platform and any other matter that we deem appropriate. You acknowledge that you have full responsibility to ensure that you read any such emails in a timely manner. We do not accept any liability for any consequence flowing to you either directly or indirectly, which may arise from your failure to do so.

## 4.6. Cash Account Terms & Conditions

4.6.1. The Cash account will be held in the Cash Pool in the DomaCom Fund's name in trust for you and there will be a designation in your name.

4.6.2. You authorise us to do the following:

- Pay amounts from your Cash Account (held in the Cash Pool) to purchase units in a Sub-Fund;
- Withdraw amounts from your Cash Account to pay for subsequent units in a Sub-Fund;
- Deposit funds received as a result of settlement in the trading of units;
- Upon your direction transfer amounts from your Cash Account into your nominated bank account; and
- Debit government charges from your Cash Account.

4.6.3. We are authorised by you to give ANZ, the provider of the Cash Account, the Responsible Entity/Trustee, the Custodian and DomaCom Fund personal information about you, the Investor as required to fulfil our obligations under this agreement.

4.6.4. These terms are in addition to any terms that ANZ issues or varies regarding the Cash Account, including their direct debit service agreement. In particular these terms in section 4.6 are subject to the Terms contained in the Application Form. If there is any inconsistency, the Terms contained in the Application Form will always prevail over these Terms.

## 4.7. How can you deposit and withdraw money from the Cash account?

4.7.1. You can deposit money into the cash account by the following methods:

- Cheque;
- Direct Debit;
- Direct Credit; and
- BPay

We do not accept Cash.

4.7.2. We can decline a withdrawal request from you when:

- Funds are quarantined for particular use, for example a Campaign; or
- When withdrawal will leave insufficient funds to cover outstanding obligations.

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4.7.3. You can make withdrawals of money from the Cash Account by accessing it via the DomaCom Platform with your User ID and password.

## 4.8. Online services

4.8.1. You can check your account balances Online via the DomaCom Platform.

4.8.2. You will receive online Statements in accordance with the disclosure made in the PDS.

## 4.9. Fees.

4.9.1. The fees that you re charged for the Cash Account are set out in our PDS.

## 4.10. Overdrawn accounts

In certain limited circumstances, your Cash Account may overdraw. If your Cash Account becomes overdrawn, ANZ will charge interest on the overdrawn amount at the ANZ Retail Index Rate plus a margin of 2% per annum. The overdrawn amount and any interest on that amount will be debited to your Cash Account.

The ANZ Retail Index Rate is published on [www.anz.com](http://www.anz.com) and each week in the Australian Financial Review. You must repay the overdrawn amount and pay any accrued interest upon either the Responsible Entity's or ANZ's demand or repayment. However, if your Cash Account has a debit balance for more than 60 days, the overdrawn amount and any accrued interest become due and payable immediately.

## 4.11. Tax File Numbers

4.11.1. Commonwealth laws require that all bank accounts earning deposit interest are subject to Tax File Number legislation. Where you give us your Tax File Number, We pass it on to:

- ANZ;
- The ATO (where necessary);
- The unit registry.

It is not compulsory for you to provide us with your Tax File Number, however if you do not give it to us, ANZ must deduct withholding tax from the interest you earn on your Cash Account, unless you are in an exempt withholding tax category. If you are in such a category, please ensure you tell us. Withholding tax is charged at the highest marginal tax rate plus the Medicare levy. In accordance with the Privacy Act (Cth) 1988, We, ANZ and the Responsible Entity, the Custodian and the Administrator will keep your Tax File Number confidential.