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## MAYNE ONLINE TERMS & CONDITIONS OF USE

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These Terms & Conditions of Use set out important information about **Mayne Online**. By reading these Terms & Conditions of Use you will be able to understand:

- significant characteristics and features of **Mayne Online**; and
- the benefits and risks associated with **Mayne Online**.

Make sure you read these Terms & Conditions of Use thoroughly before making a decision to use this product.

Any advice in these Terms & Conditions of Use has been prepared without taking into account your objectives, financial situation or needs. Before acting on any advice in these Terms & Conditions of Use, **Mayne Investments** recommends that you consider whether it is appropriate for your circumstances.

**Mayne Online** is issued by **Mayne Investments Limited ABN 34 000 339 211**.

You can contact **Mayne Investments** by visiting [www.mayneinvest.com.au](http://www.mayneinvest.com.au), or calling (02) 6622 4236.

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### PART A - GENERAL INFORMATION

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#### FEATURES AND BENEFITS

**Mayne Online** is secure, convenient and easy to use.

For all **Mayne Investments** accounts, with a **Mayne Online** identity and a password you can:

- generally access your accounts 24 hours a day, 7 days a week,
- check account balances,
- search & print out **transaction** history,
- send messages to the **Mayne Investments** Team, and
- transfer funds to or from a related, and previously nominated account held with another Australian financial institution\*.

\* Funds transfers must be to or from an account in the same, or related name, either with Mayne or held at another financial institution. This facility is available only after the completion of a **Mayne Online Transfer Authority** form (for transfers from Mayne) or a **Mayne Online Direct Debit Transfer Authority** form (for transfers to Mayne). We also require a completed **Mayne Online Direct Debit Request** form (for transfers from same or related external bank accounts). **Note:** Where the **Mayne Online** user, Mayne account holder and the Bank account holder are the same, a Single Form can be used.

#### RISKS

Although **Mayne Investments** implements the highest security for our internet financial product, the system still relies on you having a secure computer when logging onto the website.

**It is important to safeguard any secret information, equipment and software (including any Mayne Online identity or password) required for your operation of Mayne Online. If you do not, then you may be liable for unauthorised transactions and other amounts as set out below.**

**Mayne Investments' liability may be limited, as described below.**

There is a risk of unauthorised or mistaken viewing of your account balances and **transactions** being made through **Mayne Online**. You may also be responsible for any use of an account by an authorised user as if the account had been used by you. In certain circumstances, **Mayne Investments'** liability in respect of **transactions** is limited (including for those that are unauthorised or mistaken).

**Mayne Investments'** liability in respect of **Mayne Online** is also limited in some other circumstances, such as where a password is misused, where a breakdown or interruption to **Mayne Online** occurs which is beyond **Mayne Investments'** control, or where you or (if relevant) the authorised user should have been aware that **Mayne Investments'** equipment or **Mayne Investments'** system was unavailable for use or malfunctioning.

You may be liable for amounts (including losses or damages suffered by **Mayne Investments**) arising in relation to your or an authorised user's use of **Mayne Online**, including for instructions given by another person with your knowledge or consent, or the knowledge or consent of an authorised user.

There is a risk that **Mayne Investments** may terminate or suspend your use of **Mayne Online** without notice to you.

For further information on each of these risks see Part B of these Terms & Conditions of Use.

#### **HOW CAN I GET MORE INFORMATION?**

You can obtain more information about;

- **Mayne Investments** products and services;
  - **Mayne Online**;
  - Investments and investment rates;
  - standard fees and charges; or
  - borrowing from **Mayne Investments**;
- by visiting [www.mayneinvest.com.au](http://www.mayneinvest.com.au), or calling (02) 6622 4236.

#### **WHAT DO I DO IF I HAVE A PROBLEM RELATING TO MY ACCOUNT?**

For information about resolving problems, contact **Mayne Investments** on (02) 6622 4236.

If you subsequently feel that an issue has not been resolved to your satisfaction, you may be able to raise your concerns with the Financial Industry Complaints Service, an external complaints resolution scheme approved by ASIC to handle any complaints that have not been able to be otherwise resolved.

#### **UPDATING INFORMATION**

Information in Part A of these Terms & Conditions of Use that is not materially adverse information, may change from time to time, and may be out of date at the time these Terms & Conditions of Use are given to you. Information in Part A of these Terms & Conditions of Use may be updated by making the updated information available on **Mayne Investments** website at [www.mayneinvest.com.au](http://www.mayneinvest.com.au).

A paper copy of any updated information for such changes may be obtained without charge on request.

After the product is issued you will be notified of any material change to, or significant event affecting, the information in these Terms & Conditions of Use. Changes will be notified as set out in Part B of these Terms & Conditions of Use.

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### **PART B - TERMS AND CONDITIONS**

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#### **THINGS YOU SHOULD KNOW**

These Terms and Conditions apply to any use by **you** of **Mayne Investments Mayne Online service**.

If **you** are a **user** of **Mayne Online**, these Terms and Conditions will replace any Terms and Conditions currently applicable to your use of the service.

These Terms and Conditions may be:

- a) viewed by visiting **Mayne Investments** web site at [www.mayneinvest.com.au](http://www.mayneinvest.com.au) or
  - b) obtained from a **Mayne Investments** office.
- If **you** believe that a **user's** password has become known to anyone other than the **user**, please contact our staff on (02) 6622 4236 immediately.
  - For queries concerning the service contact **Mayne Investments** on (02) 6622 4236.

#### **MEANING OF WORDS**

1. **account** means an **account** which **Mayne Investments** has determined is accessible by the **service**.

**accountholder** means a **person** who has an **account** in their own name or, if in joint names, in respect of which **Mayne Investments** may act on the instructions of any one or more of them.

**authorised user** means a **person** who has been authorised under clause 6 to operate an **account** through the **service**.

**banking business day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**electronic equipment** includes electronic terminals, computers, televisions and telephones.

**Electronic Transactions Act** means the **Electronic Transactions Act 1999** (Cth) and each analogous State and Territory enactment.

**Mayne Investments** means **Mayne Investments Limited** (ABN 34 000 339 211) and includes its successors and assigns.

**Mayne Online Identity** means the username that a **user** utilises to access **Mayne Online**, issued by **Mayne Investments**.

**person** includes an individual, a firm, a body corporate, an unincorporated association or an authority.

**service** means the **service Mayne Investments** makes available through the Internet to enable the electronic receipt and transmission of information, including the transfer of funds in relation to an account.

**transaction** means any **transaction** carried out by a **user**, an **authorised user** or any other **person** in relation to an **account** and includes an **unauthorised transaction**.

**unauthorised transaction** means a **transaction** not authorised by the **user**. It does not include **transactions** carried out by the **user** or by anyone performing a **transaction** with the **user's** knowledge and consent.

**user** means **you** or an **authorised user** or either of these, as the context requires.

**you** in clauses 2 and 3 means an **accountholder** who has received these terms and conditions and otherwise **you** means an **accountholder** who has accepted these terms and conditions and **your** has a corresponding meaning.

## OFFER

2. **Mayne Investments** offers to make the **service** available to **you** on these terms and conditions.
3. **You** will be taken to have accepted these terms and conditions when a **user** accesses, or seeks to access, through the **service**, an **account** held by **you**.

## ACCOUNT

4. These terms and conditions are in addition to any of **Mayne Investments'** terms and conditions for an **account**.
5. If there is any inconsistency between these terms and conditions and the terms and conditions applying to an **account** or to a **service** provided by **Mayne Investments**, these terms and conditions apply to the extent of that inconsistency.

## AUTHORISED USER

6. **Mayne Investments** may allow any **person** over 16 years of age authorised by **you** to be an **authorised user**.  
An **authorised user** can only be created in accordance with procedures specified by **Mayne Investments** from time to time. It is **your** responsibility to ensure that any **authorised user** is over 16 years of age.
7. An **authorised user** may use a **Mayne Online Identity** issued to them in their own name, or alternatively they may use any additional **Mayne Online Identity** issued to **you**.

8. An **authorised user** who uses a **Mayne Online Identity** issued to them in their own name when accessing your account:
  - a) will be registered as a **user** of the **service** by **Mayne Investments** in their own name; and
  - b) will be able to use the **service** to access and operate **your account** in every way available to **you**, including accessing financial information about **your account**;
9. **You** and **Mayne Investments** may agree, that an **authorised user** who uses any **Mayne Online Identity** issued to **you**:
  - a) can use the **service** to access and operate an **account** in every way available to **you**; or
  - b) is restricted to accessing and operating the **account** in specified ways.
10. Subject to clauses 11 and 24, **you** are liable for any use of an **account** or the **service** by an **authorised user** as if the **account** or the **service** had been used by **you**. This includes, for example, any **transaction** on, or an instruction given in relation to an **account** using the **service** and any acceptance or acknowledgment of these terms and conditions or any change to them. **You** should ensure that any **authorised user** has been provided with, and read and understood these terms and conditions before using the **service**.
11. If **you** no longer wish any **authorised user** to be able to access or operate **your account** using the **service** **you** must:
  - a) contact **Mayne Investments** on **(02) 6622 4236**;
  - b) attend a **Mayne Investments** office to confirm service suspension; or
  - c) comply with any other procedures specified by **Mayne Investments** from time to time.

## USE OF THE SERVICE

12. Once:
  - a) **you** are taken to have accepted these terms and conditions under clause 3; and
  - b) a **user** has accessed the **service** by entering a **Mayne Online Identity** and their password; then **Mayne Investments** will register the **user** as a **user** of the **service**.
13. **You** do not need to be a registered user of the service yourself to be bound by these terms and conditions - see clause 3.
14. The **user** may use the **service** in accordance with these terms and conditions, unless their usage of the **service** is cancelled or suspended under these terms and conditions.
15. Access to the **service**, or access to certain functionalities of the **service**, may only be allowed by **Mayne Investments**:
  - a) if the procedures specified by **Mayne Investments** have been complied with; and
  - b) if **Mayne Investments** has received in a form, and in the manner satisfactory to it, any document or information, including any document which identifies the **user**, as **Mayne Investments** reasonably requires.
16. Access to the **service**:
  - a) will be denied to a **user** if the **user** enters an incorrect password on five occasions within a 24 hour period;
  - b) may be denied if any instruction given using the **service**, including any comment, message, or note provided in connection with any instructions is made in language **Mayne Investments** considers to be inappropriate.  
Where access is denied, the **service** cannot accept an instruction for processing using the **service**. If this occurs then the **user** should contact **Mayne Investments**.

## FUNCTIONALITIES OF THE SERVICE

17. **Mayne Investments** may at any time add to, remove, change or impose restrictions on, the functionalities of the service in any respect including, without limitation:
  - a) generally;
  - b) in relation to a **user** or a class of users; or
  - c) in relation to an **account** or a class of accounts.

## YOUR RESPONSIBILITIES

18. **You** agree:
- to use a new password whenever **you** are required to do so by **Mayne Investments**;
  - that the password **you** use to access the **service** will not be the same as, or similar to, any other personal identification number or password **you** have for any **account you** have with, or **service** provided by, **Mayne Investments**;
  - that, except when **you** are creating a **user**, **you** will not disclose **your** password to any other **person**;
  - not to record or store **your** password anywhere but to commit it to memory;
  - to take reasonable care when accessing the **service** to ensure that **your** password is not disclosed to any other **person**, in particular ensuring that **you** are not observed while entering **your** password;
  - to check **your account** records carefully and notify **Mayne Investments** immediately of any apparent discrepancy; and
  - to take every reasonable precaution to prevent the spread or diffusion of any software contamination including computer viruses and trojans.
19. **You** must ensure that an authorised **user** protects, stores and uses their password, in the same manner as clause 18 requires **you** to protect, store and use **yours**.
20. Subject to clause 27, **you** agree that an instruction to **Mayne Investments** by a **user** using the service constitutes a valid and irrevocable authority to **Mayne Investments** to follow that instruction.
21. **You** are responsible for all instructions given in relation to **your** accounts which are authorised by a **user's** use of their password or undertaken by another **person** with a **user's** knowledge or consent.
22. **You** must notify **Mayne Investments** immediately if:
- other than when a password is used to create another **user**, a **user's** password becomes known to any other **person**;
  - a **user's** computer which the **user** uses to access and use the **service** is lost, stolen or fraudulently accessed;
  - you** become aware of any **unauthorised transaction** or error on an **account** using the **service**.
23. Subject to clause 24.4 (which applies to reviewing **transactions** only) it is **your** responsibility to use other means of effecting **transactions** and giving and obtaining information if for any reason the **service** is unavailable for use or malfunctioning.

## LIABILITY PROVISIONS FOR PERSONAL ACCOUNT TRANSACTIONS

24. This clause sets out important rules which may govern an **accountholder's** liability for **unauthorised transactions**. These liability provisions are set out below and override clauses 25 and 26 to the extent of any conflict or inconsistency for all **accounts**.

### 24.1 No **accountholder** liability in some circumstances:

The **accountholder** is not liable for:

- losses that are caused by the fraudulent or negligent conduct of **Mayne Investments'** employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;
- losses resulting from **unauthorised transactions** occurring after notification to **Mayne Investments** that the security of the password has been breached;
- losses resulting from **unauthorised transactions** where it is clear that the **user** has not contributed to such losses.

### 24.2 **Accountholder** liability for **unauthorised transactions**

The **accountholder** is liable for losses resulting from **unauthorised transactions** where **Mayne Investments** can prove on the balance of probability that the user contributed to the losses through the **user's** conduct or contravention of the security requirements in clause 24.3. The **accountholder** is liable for the actual losses which occur before **Mayne Investments** is notified that the security of the password has been breached.

### 24.3 User's Responsibilities

Where **Mayne Investments** provides the **user** with a password the **user** must:

- a) not voluntarily disclose the password to anyone including a family member or friend, except when **you** are creating a **user**;
- b) not act with extreme carelessness in failing to protect the security of the password; and
- c) not record the password (without making any reasonable attempt to protect the security of the password record) on the one article or on several articles so that they are liable to loss or theft simultaneously.

**You** are liable for losses caused by **unauthorised transactions** caused by a breach of the security of the password.

### 24.4 Failure of **Mayne Investments'** equipment or **Mayne Investments'** system

**Mayne Investments** will not be liable to **users** for losses **users** suffer caused by the failure of **Mayne Investments'** equipment or **Mayne Investments'** system to review a **transaction** accepted by **Mayne Investments'** system or **Mayne Investments'** equipment in accordance with the **user's** instructions.

### 24.5 Advising **Mayne Investments**

If the **user** believes the security of the **user's** password has been breached the **user** must advise **Mayne Investments** as soon as possible either by telephoning or sending a message through **Mayne Online**. Once **Mayne Investments** has been notified of these matters the **accountholder's** liability for further **transactions** will be limited.

25. Where it is clear that a **user** has contributed to the losses because a **user** has failed to comply with clauses 18 or 19 or you unreasonably delay in notifying **Mayne Investments** under clauses 22 or 24.5, then you are liable for those losses except for that portion of the losses incurred which exceed the balance of **your account(s)** (including any prearranged credit facility) or that portion of the losses incurred which exceed the total amount you are able to withdraw from **your account(s)** on the days the unauthorised use took place.
26. **You** further acknowledge that, subject to **your** rights implied at law which cannot be excluded, **Mayne Investments** is not liable for any loss or damage caused directly or indirectly to a **user** by:
  - a) any breakdown or interruption in the **service** due to circumstances beyond **Mayne Investments'** control;
  - b) any corruption of data and any breakdown, interruption or errors caused to a **user's** computer or computing equipment as a result of using the **service** or as a result of software being downloaded to a **user's** computer for the purposes of the service;
  - c) the failure of the **service** to perform in whole or in part any function which **Mayne Investments** has specified it will perform;
  - d) any delays or errors in the execution of any **transaction** or instruction in respect of an account because of any breakdown or interruption in the **service** due to circumstances beyond its control;
  - e) party to a payment instruction made by a user not receiving funds because of a problem with the information provided by the user (e.g. a user provides **Mayne Investments** with the wrong **account** number);
  - f) any delays or errors by other parties (e.g. the failure of a financial institution to credit or debit an **account** in a timely manner); or
  - g) any refusal by a party to a payment instruction to accept, or acknowledge receipt of, the funds the subject of that payment instruction.

### MAYNE INVESTMENTS' RESPONSIBILITIES

27. Subject to clause 23.4 (which applies to reviewing **account transactions** only) **you** acknowledge that, subject to **your** rights implied at law which cannot be excluded, **Mayne Investments** need not act or may delay acting on any instruction given to it by a **user** through the use of the **service**, including processing any instruction on the next **banking business day** after the instruction is given and **you** acknowledge that **Mayne Investments** is not liable for any loss or damage caused directly or indirectly to a **user** as a result of **Mayne Investments'** failure to act or delay in acting.

28. **You** acknowledge that the correctness of information about an **account** which a **user** obtains through the **service** is subject to verification by **Mayne Investments** as part of its normal procedures and reflects the entries that have been posted to the relevant **account** at the time the information is obtained.

#### CHANGES BY MAYNE INVESTMENTS

29. In addition to the other changes **Mayne Investments** may make to these terms and conditions which are detailed in these terms and conditions, **Mayne Investments** may change any other of these terms and conditions (including by imposing new fees and charges, changing the amount, type or method of calculation of fees and charges payable). **Mayne Investments** will make any changes in accordance with any applicable legislation and industry codes.

30. Important alterations

**Mayne Investments** will give **accountholders** at least 30 days written notice of any change to or imposition of a daily or other periodic **transaction** limit.

31. Other variations

Unless otherwise specified in these terms and conditions or separately agreed between **you** and **Mayne Investments**, **Mayne Investments** will give **you** notice of changes as set out below and **you** agree to receiving notice in such ways:

- notice of changes to fees and charges (including the introduction or increase of charges relating solely to the use of a **Mayne Online Identity** or password or the issue of an additional or replacement **Mayne Online Identity** or password) will be given in writing at least 30 days before the change takes effect;
- notice of changes to government fees and charges will be given by media advertisement, in writing or electronically as soon as practicable after, but no later than 3 months after, the change takes effect; and
- notice of any other changes to these terms and conditions will be given in writing at least 30 days before the change takes effect.

32. However, to the extent permitted by any applicable legislation and industry codes **Mayne Investments** reserves the right not to give advance notice when changes are necessitated by an immediate need to restore or maintain the security of **Mayne Investments'** systems or individual accounts.

33. Number and type of accounts

There is a limit to the number and type of accounts which can be accessed by means of the **service**. **You** will be advised of the accounts and **transactions you** can undertake using the **service** when **you** sign up to the **service**.

#### TERMINATION

34. **You** or **Mayne Investments** may end this agreement at any time by giving a notice to the other. If a **user** does not use the **service** for 12 months, **Mayne Investments** may end this agreement without notice to **you**.

#### GENERAL MATTERS

35. Notify **Mayne Investments**

If **you** believe that there has been an error in a **transaction**, instance of **unauthorised transaction**, or error in **your** statement of **account**, promptly notify **Mayne Investments**. Please refer to the contact details at the front of these Terms and Conditions. All relevant information available to **you** regarding the complaint is to be disclosed to **Mayne Investments**.

**You** may be required to report any **unauthorised transaction** to the police and to provide **Mayne Investments** with a copy of such report. **You** may also be required to complete a statutory declaration detailing particulars of the disputed **transaction**.

### 35.1 Written advice

Should **Mayne Investments** be unable to resolve the matter immediately to **your** satisfaction, **Mayne Investments** will provide **you** with a written advice of **Mayne Investments'** procedures by which it will be investigated and handled further. **Mayne Investments** will acknowledge receipt of **your** claim, and within 21 days of receipt of the complaint **Mayne Investments** will advise **you** in writing of either:

- a) the outcome of **Mayne Investments'** investigation, detailing the reasons for **Mayne Investments'** decision with reference to the specific terms of the Terms and Conditions where appropriate; or
- b) the need for more time to complete **Mayne Investments'** investigation.

Unless there are exceptional circumstances, of which **Mayne Investments** shall advise **you** in writing, **Mayne Investments** may require up to 45 days from receipt of **your** complaint to complete **Mayne Investments'** investigations.

### 35.2 Monthly updates

Where an investigation continues beyond 45 days, **Mayne Investments** shall provide **you** in writing with:

- a) the reasons for the delay;
- b) monthly updates on the progress of **Mayne Investments'** investigation; and
- c) a date when a decision can be reasonably expected; except where **Mayne Investments** is awaiting a response from **you** and **Mayne Investments** has advised **you** of this fact.

### 35.3 Financial Industry Complaints Service Limited (FICS)

If, because of a delay in giving a final decision, **you** have a right to take a matter to the FICS or some other external dispute resolution scheme, **Mayne Investments** will advise **you** in writing about that right within 5 **banking business days** of the day on which **you** acquire it.

### 35.4 Account adjustments

If **Mayne Investments** concludes, as a result of **Mayne Investments'** investigations, that **your account** has been incorrectly debited or credited, **Mayne Investments** will promptly adjust **your account** (including any interest and charges) accordingly and notify **you** in writing of the amount by which **your account** has been adjusted as a result.

If **Mayne Investments** concludes from its investigations that **your account** has not been incorrectly debited or credited, or in the case of **unauthorised transactions**, that **you** have contributed to at least part of the loss occasioned by the unauthorised use, **Mayne Investments** will supply **you** with copies of any document or other evidence on which **Mayne Investments** based its finding and will advise **you** in writing whether there was any system or equipment malfunction at the time of the **transaction**.

### 35.5 Senior management review

If **you** are not satisfied with **Mayne Investments'** findings **you** may request, in writing, a review of these findings by **Mayne Investments'** senior management. Please direct such requests in writing to:

**MAYNE INVESTMENTS LIMITED**

PO Box 1198

LISMORE NSW 2480

Fax: (02) 6622 6252

After this further review, should **you** remain dissatisfied with the findings of the investigation, external avenues of complaint may exist including for example the Consumer Affairs Department, Small Claims Tribunal and the Financial Industry Complaints Service.

### 36. Corporations Act – Australian Financial Services Licence

**Mayne Investments** is the holder of an Australian Financial Services Licence pursuant to the provisions of the Corporations Act, which authorises Mayne to operate and manage the Northern Investment Trust Fund. Mayne, its officers and staff are not authorised to provide advice in respect of an investment in the Northern Investment Trust Fund.

**You** can obtain from **Mayne Investments** upon request;

- information on **Mayne Investments'** current interest rates and standard fees and charges relating to this **service** if any;
- **account** opening procedures;
- **Mayne Investments'** obligations regarding the confidentiality of **your** information;
- complaint handling procedures;
- the advisability of **you** informing **Mayne Investments** promptly when **you** are in financial difficulty;
- the advisability of **you** reading the terms and conditions applying to each investment **service** **Mayne Investments** provides to **you**;
- the options available to **you** under the tax file number legislation.

### NOTICES

37. Notices, certificates, consents, approvals and other communications in connection with this agreement from you must be given using the service unless:
- a) otherwise specified in this agreement; or
  - b) **Mayne Investments** otherwise determines.
38. **You** agree that notices, certificates, consents, approvals and other communications in connection with this agreement from **Mayne Investments** may be given electronically:
- a) by electronic mail to **your** nominated electronic address; or
  - b) by being made available at **Mayne Investments'** website using the **service**, unless **you** request otherwise. Unless **you** so request, **Mayne Investments** may not give **you** communications in other ways (eg. in writing).
39. Where communications are made available using the service, **Mayne Investments** will provide **you** with the ability to readily retrieve the information (eg. by providing a link to **Mayne Investments'** website).
40. A communication is deemed to be received when the communication enters the recipient's designated information system or is capable of being viewed from a recipient's computer and is effective when received even if no **person** is aware of its receipt.
41. For the purposes of notices sent by electronic mail and the Electronic **Transactions** Act, the server on which the mailbox for the designated address resides is to be taken to be the recipient's designated information system.
42. A communication is deemed to be sent from where the sender has their place of business and is deemed to be received where the recipient has their place of business. For the purposes of this clause:
- a) if the sender or recipient has more than one place of business, the place of business is the sender's or recipient's principal place of business; and
  - b) if the sender or recipient does not have a place of business, the place of business is the sender's or recipient's usual place.

### GOVERNING LAW

43. This agreement and the **transactions** contemplated by this agreement are governed by the law in force in NSW and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those courts.

Preparation of these Terms & Conditions of Use was completed on 9 February 2005 and subsequently revised on 15 October 2007.

For more information, visit [www.mayneinvest.com.au](http://www.mayneinvest.com.au) or call **Mayne Investments** on (02) 6622 4236.