

## CommSecIRESS Subscription Agreement

CommSec permits you to use CommSecIRESS on the Terms and Conditions of this Subscription Agreement.

1. If you do not already have a Client ID, CommSec will provide you with a Client ID (linked to an existing CommSec account(s)). This Client ID must be used to access CommSecIRESS.
2. You agree not to reveal your Client ID, login password or trading password (“Security Identification”) to any person. You will be responsible to keep your Security Identification secure and protected from unauthorised use. You should take adequate security precautions to protect your PC environment from unauthorised access.
3. You agree not to reverse engineer CommSecIRESS program or protocols used within. You must not save, reproduce or retransmit any data obtained via CommSecIRESS for purposes other than your own personal requirements. You acknowledge that all intellectual property rights in the content and service are owned by CommSec or its third party suppliers.
4. CommSec does not warrant that the CommSecIRESS application will execute and perform on all computers. You acknowledge that access to the service is subject to operation of the internet and may be subject to interruptions, errors or delays outside of CommSec’s control. For maximum performance of CommSecIRESS, we recommend CommSecIRESS be run with a broadband connection.
5. CommSec is authorised to provide information by CommSecIRESS to you or anyone using your Security Identification.
6. You authorise any and each person using your Security Identification through CommSecIRESS, to act on your behalf for the purpose of giving any instructions, confirmations, notifications and requests to CommSec under these Terms and Conditions and you acknowledge any such person using your Security Identification through CommSecIRESS may give those instructions, confirmations, notifications and requests on behalf of all of you jointly and each of you separately.
7. CommSec is authorised to treat any instructions given to it using your Security Identification as an instruction given with your authority and CommSec will not be obliged in any circumstances to enquire whether an act purporting to be done using your Security Identification is a proper act in accordance with your authority.
8. The information available from CommSecIRESS on each day will include market information, account information and dynamic pricing details. CommSec makes no guarantees or warranties for the accuracy or timeliness of any data or information supplied in CommSecIRESS application.
9. To the full extent permitted by law CommSec will not be liable for your reliance on any information supplied by CommSecIRESS or any failure of CommSecIRESS to provide information to you.
10. To the full extent permitted by law CommSec is not liable for any loss or damage suffered by you arising from any transactions effected by CommSec acting in good faith and without negligence in accordance with instructions given to CommSec using your Security Identification.
11. Nothing in these Terms and Conditions shall exclude any implied condition or warranty for your benefit if it would contravene any statute or cause any part of these Terms and Conditions to be void or invalid to exclude the implied condition or warranty. In some circumstances, CommSec’s liability for the breach of any warranty implied by the Australian Securities and Investment Commission Act, the Trade Practices Act, or any similar legislation, in supplying CommSecIRESS or any service in connection with CommSecIRESS to you, will be limited by that legislation to supplying the services again or the cost of having services supplied again.
12. CommSec accepts no responsibility for Internet Service Provider (ISP) data download charges you incur whilst using CommSecIRESS.

13. CommSec will not incur any liability for or in connection with its inability to receive or process instructions as a result of technical failure for any reason. It is your responsibility to use other means of effecting transactions and obtaining information if, for any reason, including a failure on our part, you are unable to use CommSecIRESS or access account information.
14. You agree to indemnify CommSec for all actions, suits, proceedings, claims, costs, expenses and demands that may be made brought against or incurred by CommSec arising from any unauthorised or incorrect instructions, confirmations, notifications or requests given to CommSec by any person using your Security Identification.
15. Where one or more applicants are parties hereto, all of them shall be bound jointly and each separately by these Terms and Conditions.
16. CommSec may cancel this subscription agreement, or cancel or suspend your CommSecIRESS access, at any time for any reason and without notice.
17. CommSec may vary these Terms and Conditions. Any variation of these Terms and Conditions shall apply to all dealings between you and us on and from the day on which the variation takes effect. If we vary these Terms and Conditions, we shall give not less than seven days (7) notice to you at the electronic address last notified to us by you. However, we may make a variation without prior notice where such variation is necessary to restore or maintain the security of our systems or any accounts.
18. Content provided via this service may be subject to additional conditions imposed by third party data owners and third party service providers.
19. If any part of any of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these Terms and Conditions will continue to apply as if the void or unenforceable part had never existed.

## **PAYMENT**

20. You must nominate a CommSec account number to which the CommSecIRESS Service will be allocated.
21. The CommSec account number to which this service is associated, must be linked and remain linked to a bank account for which you have given CommSec written authority to deduct money from, by Direct Debit ("Related Account"). You must ensure that there is enough money in the Related Account for CommSec to draw the amounts you must pay us under this Subscription Agreement, when those amounts are due.
22. You agree that any current Direct Debit Request Service Agreement you have authorises CommSec to treat the bank account to which it relates as a Related Account.
23. Unless you qualify as an Active Trader client, there is a fee for CommSecIRESS, which is \$82.50 per calendar month (GST incl.). The fee is collected from your Related Account at the end of the month to which it relates.
24. You must opt in on commsec.com.au each calendar month to access the CommSecIRESS platform. If you do not opt in you will not be able to access the CommSecIRESS platform that calendar month and you will not be Direct Debited for that calendar month.
25. We will advise you on commsec.com.au before you opt in each calendar month of the criteria required to qualify for free access to CommSecIRESS for that calendar month.