

# Investment Portal

## Terms and Conditions



## ABOUT THESE TERMS AND CONDITIONS

The Investment Portal is an internet based administration facility provided by Citigroup Pty Limited (**Unit Registry**) on behalf of DFA Australia Limited (**Dimensional**) as responsible entity of each of the Dimensional Wholesale Trusts (a list of which is available from Dimensional's website [www.dimensional.com.au](http://www.dimensional.com.au)) for persons who hold units in one or more Dimensional Wholesale Trusts (and their Participating Advisers).

By using the Investment Portal and the information and services available through the Investment Portal, you agree to follow and be bound by these Terms and Conditions of use and are entering into a contract with Dimensional. If you do not agree to these Terms and Conditions, you must not use the Investment Portal.

### Functionality

There may be interruptions to the availability or functionality of the Investment Portal to facilitate maintenance, or for other reasons. If the Investment Portal is unavailable for any reason at a particular time, you may make transactions in the Dimensional Wholesale Trusts via mail or fax as per the Product Disclosure Statements and Additional Information Guide for each Dimensional Wholesale Trust. Dimensional reserves the right to change the information provided or functionality available on the Investment Portal and to limit access or cease providing information or functionality available on the Investment Portal at any time without prior notification, except where the change relates to any fee or charge for the use of the Investment Portal (please refer to the 'Fees' section below). Where the change does not relate to any fee or charge for the use of the Investment Portal, Dimensional will use reasonable endeavours to inform users by notices on the Investment Portal about the change before it comes into effect.

Dimensional makes no guarantee as to the reliability and other performance of the Investment Portal. The performance of the Investment Portal relies on various factors including the functions, capacity and configuration of your own internet-enabled device, the speed of your internet connection, and the number of users accessing the system which support the Investment Portal. To use the Investment Portal and its features as intended, you must enable the Investment Portal to use cookies and grant it any other permissions and access to your device that it requires. If you do not grant these permissions and this access, you may be unable to use the Investment Portal or some of its features. You will also need to provide your own compatible internet-enabled device and internet access in order to use the Investment Portal.

### Additional investments via BPAY

If you make any additional investments in a Dimensional Wholesale Trust via BPAY (as set out in the Additional Information Guide for the Dimensional Wholesale Trusts), you will be taken to have read and understood the current Product Disclosure Statement and Additional Information Guide for the relevant Dimensional Wholesale Trusts and made the same acknowledgements, representations and warranties set out in these Terms and Conditions (as applicable at the time of making that additional investment) in respect of each of those additional investments.

### Status of transactions

If you make any transactions in the Dimensional Wholesale Trusts (being applications, withdrawals and switches) via the Investment Portal or via BPAY, please do not take such transactions to have been received by the Unit Registry until you have received an email confirmation as set out in the Additional Information Guide for the Dimensional Wholesale Trusts. If you do not receive an email confirmation, please contact the Unit Registry immediately. You agree that you will not hold the Unit Registry or Dimensional liable for unprocessed transactions unless you have complied with this paragraph, and confirmed they have been processed with the Unit Registry.

### If you cease to be a client of a Participating Adviser

If you cease to be a client of a Participating Adviser, you agree that you will inform Dimensional and/or the Unit Registry in writing immediately. Neither Dimensional nor the Unit Registry will be liable for losses, damages, expenses or costs, directly or indirectly (whether arising in contract, tort (including negligence) or otherwise) suffered or incurred as a result of the actions of your former Participating Adviser.

In these Terms and Conditions, '**Participating Adviser**' means (i) a representative of a licensed financial advisory firm who has participated in educational programs conducted by Dimensional about Dimensional's philosophy and approach, or (ii) a representative of a licensed financial advisory firm where the firm has, as at a

group level, participated in educational programs conducted by Dimensional about Dimensional's philosophy and approach, who Dimensional in its absolute discretion consents to being a Participating Adviser.

#### **Electronic documents**

You agree that where Dimensional is required by law or otherwise to provide you with a document, you consent to the provision of that document electronically (whether provided on or through links on the Investment Portal or via email). You agree not to dispute the validity or enforceability of electronic communications and you will be taken to have received such communications whether or not you access the communications on the Investment Portal or in your email.

#### **General Information Only**

The information provided on the Investment Portal should be used as general information only. The information does not constitute, or purport to be, legal, financial, tax, investment or financial product advice, and should not be relied upon as such. You should read the Product Disclosure Statements and Additional Information Guide for the Dimensional Wholesale Trusts available from Dimensional's website [www.dimensional.com.au](http://www.dimensional.com.au) and seek independent, professional tax and financial advice before making any decision based on this information. The information does not take into account the objectives, financial situation or needs of any investor. Accordingly, to the extent this information constitutes general financial product advice, investors should, before acting on the advice, consider the appropriateness of the advice, having regard to the investor's objectives, financial situation and needs. This is not an offer or recommendation to buy or sell securities or other financial products, nor a solicitation for deposits or other business, whether directly or indirectly.

You should consult your Participating Advisor to help you form your own opinion on this information, and on whether the information is suitable for your individual objectives, financial situation or needs as an investor. You should consult appropriate professional advisors on any legal, stamp duty, taxation and accounting implications of making investments. All information provided on the Investment Portal is subject to change without notice.

#### **No guarantee of performance**

An investment in a Dimensional Wholesale Trust is not an investment in, deposit with, or liability of Dimensional or any company associated with Dimensional, and is subject to investment and other risks, including possible delays in repayment and the loss of income and capital. Neither Dimensional nor any company associated with Dimensional guarantees the repayment of capital from or the performance of any of the Trusts or any specific rate of return from the Trusts. Past performance of a Dimensional Wholesale Trust is not indicative of future performance.

#### **Investment Portal is for Australian Residents Only**

The Investment Portal is provided for Australian residents only. All transactions and acceptance of contractual obligations occur within Australia. All figures quoted throughout the Investment Portal are in Australian dollars, unless otherwise stated. No statement or information in the Investment Portal constitutes a recommendation, offer or invitation to invest in any financial products offered by Dimensional or any company associated with Dimensional.

#### **Information for Non-Australian Residents**

Access to the Investment Portal may be restricted by law in certain jurisdictions. The Investment Portal may not be accessed in any country outside Australia nor may it be accessed by non-Australian residents. The Investment Portal does not constitute an extension of an offer to countries outside Australia.

#### **Fees**

The Investment Portal is currently offered to you as a free service (except for contribution and withdrawal fees incurred for making applications and withdrawals of units in the Dimensional Wholesale Trusts through the Investment Portal in accordance with the relevant Product Disclosure Statements). However, fees may be charged in relation to the access and use of the Investment Portal at a future date. Dimensional will provide you with at least 30 days' written notice and details of any fees before any fees are introduced or changed. Please refer to the Product Disclosure Statement for the relevant Dimensional Wholesale Trust for further information regarding the fees and costs of investing in the Dimensional Wholesale Trusts.

**Accuracy of Information and Limitation of Liability**

Subject to the section below headed 'Consumer Guarantees', the Investment Portal is provided for your use on an "as is" and "as available" basis and neither Dimensional nor its affiliates, directors, employees, agents or consultants make any representation or warranty:

- as to the accuracy, reliability, timeliness or completeness of information in the Investment Portal, or information in sites linked by the Investment Portal;
- that the connection to, use or operation of the Investment Portal will be uninterrupted or error free or that the Investment Portal is suitable for any particular purpose or has any performance, functionality or security features except as Dimensional is required to provide by law;
- that there will not be any unauthorised access to the Investment Portal or the information (including account information) retained on the Investment Portal; or
- that the Investment Portal will be secure or free of viruses, errors, worms, date bombs, time bombs or other harmful components or code.

Except in so far as liability under any law cannot be excluded and subject to the section below headed 'Consumer Guarantees', Dimensional and its affiliates, directors, employees, agents and consultants exclude all liability (whether arising in contract, tort, negligence or otherwise) for any error or omission in this information or for any loss, damage, expense or cost (whether direct, indirect, incidental, consequential or otherwise and whether arising in contract, negligence (including tort) or otherwise) suffered by you or any other person (even if Dimensional has been advised of the possibility of such damages), arising from or in connection with the Investment Portal, including for, but not limited to:

- reliance on, use of or inability to use, any information displayed on the Investment Portal by you, your agents or any other person who uses the Investment Portal on your behalf (including where such use involves an unauthorised or fraudulent act);
- any delay, interruption or unavailability of the Investment Portal (or any part or functions thereof);
- any wrongful, wilful or negligent act or omission by you or any of your officers, employees, agents or contractors or any other person that uses the Investment Portal on your behalf (including where such use involves an unauthorised or fraudulent act);
- any technical or service difficulties or processing delays caused to any computer, associated equipment, software or data; and/or
- Dimensional and/or the Unit Registry acting in accordance with any instructions that appear to be given by you, including (a) instructions that are unauthorised or fraudulent; and (b) any request made by you that Dimensional stop a transaction from being processed.

To the extent permitted by law, Dimensional excludes all terms implied by statute, general law or custom except any guarantee or right conferred under any legislation (including the Australian Consumer Law (as defined below)), the exclusion of which would contravene legislation or cause part or all of this clause to be void.

**Authorised signatories**

If you have nominated two authorised signatories for your account, instructions in relation to your investment in the Dimensional Wholesale Trusts will be able to be made via the Investment Portal by only one of your authorised signatories (rather than requiring the authority of both authorised signatories), even if you previously instructed Dimensional, before registering for the Investment Portal, that both authorised signatories for your account would be required to give Dimensional instructions in relation to your investment.

### **Consumer Guarantees**

In these Terms and Conditions, '**Australian Consumer Law**' has the meaning given in section 4 of the *Competition and Consumer Act 2010* (Cth).

Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (as defined in section 3 of the Australian Consumer Law) ('**Consumer Guarantees**').

Where you as a Consumer acquire goods or services under these Terms and Conditions and:

- the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption ('**PDH Goods or Services**'), the operation of the Consumer Guarantees cannot be, and are not in these Terms and Conditions, excluded, restricted or modified; or
- the goods or services are not PDH Goods or Services, Dimensional limits its liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to, at Dimensional's option: (a) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (b) in the case of services, re-supplying the services or paying the cost of having the services re-supplied,

and Dimensional does not exclude or limit the operation of the Consumer Guarantees under any other provision of these Terms and Conditions or in any other manner and you agree it is fair and reasonable in all the circumstances for Dimensional's liability to be so limited.

### **Third parties**

The Investment Portal may provide links to the sites of independent third parties. These links are for your convenience only and Dimensional is not responsible for their use, effect or content. Independent third parties may also provide links to Dimensional. Dimensional has not reviewed or authorised any sites linking to the Investment Portal. Dimensional does not take responsibility for any websites linking to the Investment Portal or any links from the Investment Portal. Dimensional does not make any representations or warranties as to the accuracy of, control or endorse and is not responsible for any information, opinions, representations or offers on these linked sites. Following links from and to the Investment Portal is at your own risk.

### **Terms of use**

You agree:

- to use the Investment Portal in good faith and only for legitimate purposes;
- that it is your obligation to ensure and confirm that all information that you provide to the Unit Registry and/or Dimensional is correct and up to date;
- not to interfere with or damage (or attempt to interfere with or damage) any code, data or software associated with the Investment Portal;
- to accept all risks associated with using the internet, including the potential exposure to viruses and harmful code which may affect your devices;
- anything associated with or available through the Investment Portal belongs to Dimensional or other third persons and is protected by intellectual property rights and you agree not to access, download or otherwise use such things other than as expressly permitted by these Terms and Conditions. You accept full responsibility and you indemnify Dimensional for any loss, damage, expense or cost, suffered or incurred, directly or indirectly, as a result of any unauthorised use by you of such things;
- to keep confidential and secure any information or data obtained at any time by using the Investment Portal;
- to keep your login details secure and not disclose them to any other person;

- to check your account records carefully and promptly report to the Unit Registry if you become aware of any transactions that you think are errors, were not authorised by you or were made by someone else without your permission or knowledge;
- to notify the Unit Registry promptly if you become aware that you have made a mistake or of any delays or mistakes in processing your transactions;
- that you will be liable, and will indemnify Dimensional, for any and all liabilities, losses, damages, expenses or costs suffered or incurred, directly or indirectly (whether arising in contract, negligence (including tort) or otherwise) in connection with: (a) the use of the Investment Portal by you, your agents or any other person who uses the Investment Portal on your behalf or by using your login details and/or password (including where such use involves an unauthorised or fraudulent act, except where the unauthorised or fraudulent act is the direct result of Dimensional's negligence or fraud); (b) Dimensional and/or the Unit Registry acting in accordance with any instructions that appear to be given by you via the Investment Portal, including, without limitation, unauthorised or fraudulent transactions (except where the unauthorised or fraudulent transaction is the direct result of Dimensional's negligence or fraud) and any request made that results in Dimensional stopping a transaction you have initiated through the Investment Portal from being processed; (c) not keeping your login details secure or secret; or (d) not promptly notifying the Unit Registry after becoming aware of the misuse, loss, theft or breach of security of your login details, except to the extent that liability is directly caused by any negligent act or omission by Dimensional.

Dimensional will be entitled to assume that any user has your authority, and to abide by any transaction undertaken via the Investment Portal, each time the Investment Portal is used in conjunction with your login details (whether or not the user is actually authorised by you, except for any use occurring after Dimensional has received and acknowledged notice from you to the contrary). You acknowledge and accept that Dimensional cannot and is not required to verify whether the user of correct login details is an authorised user.

No unauthorised access is permitted under any circumstances. By submitting your login details on the Investment Portal you represent and warrant that you are authorised to access the relevant account details and make transactions on behalf of the relevant account, and indemnify Dimensional for any losses arising from any unauthorised use of the Investment Portal.

Dimensional will not be obliged to effect a transaction if it is not made in accordance with these Terms and Conditions, the information provided by the user is incomplete and/or inaccurate, or Dimensional is otherwise restricted or prohibited by law, regulation or government authority from permitting the transaction to occur.

You may end use of the Investment Portal at any time by giving the Unit Registry written notice.

#### **Licence and Investment Portal Access**

Dimensional hereby grants you a limited, revocable, non-exclusive, non-transferable licence to view and print the pages within the Investment Portal and the documents and graphics incorporated on those pages. The pages within the Investment Portal may be used solely for personal, informational, and non-commercial purposes. You may not, and may not permit or assist any person to:

- modify, copy, distribute, translate, modify, tamper with, transmit, post, display, perform, reproduce, publish, license;
- create derivative works of or from; or
- transfer, rent, lease, sub-license, assign, exchange, sell or otherwise transfer your rights under these Terms and Conditions to,

any part of any pages, data, information, software, products, or services obtained from the Investment Portal, unless you have obtained the prior written permission of Dimensional. All rights not expressly granted herein are reserved by Dimensional. Dimensional expressly reserves the right to monitor any and all use of the Investment Portal.

**Copyright Policy**

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**Downloading Software and Files**

If you download software or files from the Investment Portal, the software—including any files or images incorporated in or generated by the software and data accompanying the software—and files (collectively, the "Files") are licensed to you by Dimensional solely for your personal, non-commercial use. Dimensional does not transfer title to any part of the Files to you. Dimensional and its licensors retain full and complete title in and to the Files, including all intellectual property rights therein. You may not redistribute, translate, modify, tamper with, sell, rent, lease, sub-license, assign, exchange, decompile, reverse engineer, disassemble, or otherwise reduce to any other form whatsoever, any part of the Files.

The rights granted to you herein terminate immediately upon any violation by you of these Terms and Conditions of use. Dimensional reserves the right to terminate your access to the Investment Portal at any time, without notice, for any reason whatsoever. You agree that Dimensional shall not be liable to you or any third party for any termination of your access to this Investment Portal.

**Choice of Law**

Dimensional controls and operates this Investment Portal from our offices within the State of New South Wales, Australia. By visiting the Investment Portal, you agree that the laws of the State of New South Wales, without regard to principles of conflict of laws, will govern these Terms and Conditions of use and any dispute of any sort that might arise between you and Dimensional arising from your use of the Investment Portal. The courts of the State of New South Wales shall have exclusive jurisdiction to settle any dispute that may arise out of, under or in connection with these Terms and Conditions and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any such action.

**Integration and Severability**

If any provision of these Terms and Conditions of use is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions of use and will not affect the validity and enforceability of the remaining provisions. These Terms and Conditions of use represent the entire agreement between Dimensional and you relating to the subject matter herein.

**Modifications**

Dimensional reserves the right, at its discretion, to modify these Terms and Conditions of use at any time, and any such modification will be effective immediately upon posting the modification at the Investment Portal. You should check these Terms and Conditions periodically for modifications. If you use the Investment Portal after Dimensional posts modifications to the Investment Portal, then you will be bound by the modified Terms and Conditions of use.

**Privacy**

In using the Investment Portal you may provide information to Dimensional that constitutes personal information for the purposes of the *Privacy Act 1988* (Cth) ('**Privacy Act**'). Dimensional is committed to protecting the privacy of investors' personal information. Any personal information collected from the Investment Portal will be handled in accordance with our Privacy Policy. Dimensional's Privacy Policy explains how it complies with the requirements of the Privacy Act in the handling of your personal information. Please view Dimensional's privacy policy at <http://au.dimensional.com/privacy-policy>.

**Participating Advisers**

If you are a Participating Adviser, in addition to all of the above:

- you acknowledge that the sections of the Investment Portal made available to Participating Advisers are designed for use only by licensed financial advisors in respect of their clients who are investors in Dimensional Wholesale Trusts;
- you agree to indemnify Dimensional against any and all liability for loss, damage, expense or cost suffered or incurred, directly or indirectly (whether arising in contract, negligence (including tort) or otherwise) in connection with any claims made by your clients, except to the extent that liability is directly caused by any negligent act or omission by Dimensional;
- you agree to undertake (and ensure any of your employees, agents or contractors undertake) to keep your clients' information secure and in accordance with any applicable laws, and ensure that the information is not disclosed or used for any purpose other than for providing financial services to those clients;
- you agree that you will ensure that information about individual clients is only disclosed to persons who are authorised by those clients to access that information and that those persons (and any of their employees, agents, or contractors, if applicable) keep the information confidential and only use, store and disclose it in accordance with any applicable laws, and only use it for the purpose of providing financial services to those clients and to the extent authorised by the relevant clients;
- you agree to inform the Unit Registry in writing immediately if you cease to act as a financial adviser to any client, and refrain from, and prevent other persons from, accessing that client's information; and
- if you are given authority to perform particular transactions on behalf of your clients on the Investment Portal pursuant to an Ongoing Transactions Authority, you agree to comply with the terms, conditions and restrictions set out in the Ongoing Transactions Authority in any interactions you have on the Investment Portal.