

CLIENT PORTAL SECURITY & PRIVACY STATEMENT & ONLINE TERMS OF USE

Introduction

We are committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Security and Privacy applies to our Client Portal which is operated by us under the domain name www.edmunds-assoc.com.au and governs document publication and use of your personal information. By using our Client Portal, you consent to the practices described in this statement.

As our Client Portal develops and as technology evolves, we will strive to provide continually improved and more customised service. As this environment will change it is essential that you review this document periodically as it may change from time to time.

In addition to the provisions of this statement, there may also be specific and additional privacy provisions which apply to certain sections of the Client Portal. Because those specific and additional provisions also relate to your privacy protection, you should review them wherever they are accessible by you.

We understand and appreciate that you, as a Client Portal user, are concerned about your privacy and about the confidentiality and security of information. Be assured that we are committed to protecting your privacy and have put in place measures that protect your information. This statement explains how your personal information will be treated as you access and interact with the Client Portal.

Security of Information

By making application to be a Primary Account Holder (PAH) or allowing a PAH to view or deal with your documents and information you or the PAH associated with you will be granted access to our Client Portal. In signing the Application you are deemed to have read this document and agree to the terms and conditions herein.

We will published to your account sensitive data and documents that contain your name, addresses, contact details, related entities and people, Tax File Number(s), ABN's, taxable incomes, financial reports and many other items that have a value worth securing.

You may have access to documents and information related to other persons or entities.

Where your account allows you to see documents or information that you knowingly have not been authorised you must advise the Managing Partner immediately.

We take steps to preserve the security of your personal information in accordance. If your browser is suitably configured, it will advise you whether the information exchanged will be secure by allowing you see our security certificate commonly identified as a padlock on the browser screen.

It must be acknowledged that no data transmission over the Internet can be guaranteed as totally secure. Accordingly, while we strive to protect information, we cannot absolutely ensure or warrant the security of all information dealt with in the Client Portal accordingly you use this service at your own risk. Once we receive your transmission we take reasonable steps to preserve the security of the information in our own systems.

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Security of your Personal Information

The Client Portal secures your personal information from unauthorized access, use or disclosure. The Client Portal secures the personally identifiable information you provide on our own computer servers in a controlled and secure environment that is protected from unauthorized access, use or disclosure both physically and virtually. When information is taken out of our systems we no longer warrant the protection of that information taken.

Choosing a Password

To avoid problems with someone else gaining access to your information, you must change your password to something more secure as soon as possible. On an ongoing basis, we recommend that you change your password at least every two months.

If you forget your password you must contact the Portal Manager to reset your password. On resetting your password, at your next login you will be asked to change your password once again.

Below are tips on selecting a strong and secure password:

- (a) The password must be at least 6 characters long. The longer, the better.
- (b) It must not contain any part of your username
- (c) It must not be based on anything another person can easily guess or find with the use of personal data. Don't use children's, pets, spouses, family names, telephone numbers, birthdates etc.
- (d) The password must contain a mixture of upper and lower-case characters, numbers, punctuation marks & special characters
- (e) The password must not be composed from a sequence of identical symbols, groups of numbers or a sequence of numbers (eg. ABC, 123).
- (f) The password must not be a sequence of letters on the keyboard (eg. qwert)
- (g) It must be meaningless (Hint: use the first few words of a sentence you know well).
- (h) If a password is hard to remember, it is also hard to guess

Online Terms of Use

Disclaimer

Bruce Edmunds & Associates (herein referred to as "BEA") has made every effort to ensure the information contained in this Client Portal is free from error, BEA does not warrant the accuracy, completeness or adequacy of the information in this Client Portal. All information is subject to change without notice. BEA does not guarantee that our Client Portal or third party websites will be free from viruses. While all reasonable care has been taken in the preparation of the material contained in this Client Portal, BEA and each party providing material displayed on this Client Portal disclaim liability to all persons in relation to any action(s) taken on the basis of currency of material or any loss or damage suffered in connection with that material. You should make your own enquiries before entering into any transaction on the basis of the material on this Client Portal.

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Links to other websites

This Client Portal may contain links to websites maintained by other organisations. BEA does not provide any warranty or take any responsibility or liability for the accuracy, source or any other aspect of those websites. The links are provided solely for your convenience and do not indicate expressly or impliedly any endorsement by BEA of the website(s) or the products and services provided there. You access those websites and use the information, products and services solely at your own risk. Should you ever have concerns about any linked website please provide us with details.

Uploaded Documents

The Portal allows the upload of documents from other computers. Once uploaded these documents are permanently stored on BEA computers until deleted by you or BEA. As a Primary Account Holder you acknowledge that you will not upload files;

- (a) with content offensive in any way or otherwise inappropriate,
- (b) containing viruses or conditions that may damage the data held by BEA,
- (c) containing matters illegal,
- (d) containing data knowingly in breach of other terms of use of the Client Portal

Where a Primary Account Holders access to the account has terminated, BEA reserves the right to retain or delete uploaded documents at its discretion. Documents that must be retained for a time period that is dictated by legislation will be retained by BEA for at least the minimum legal period.

Copyright

Save and except for third party content, all the content of this Client Portal and downloads from it are owned directly by or licensed by BEA. You are responsible for obeying all applicable copyright laws. You may access and display these pages on a computer, monitor or other video display device and make a print copy of any whole page or pages on this Client Portal for your personal use only, but only if you:

- (a) do not modify the copy from how it appears on BEA's Client Portal (unless expressly authorised by BEA);
- (b) include the above copyright notice on the copy.

All other use, copying or reproduction of any part of this Client Portal is strictly prohibited. Without limiting the foregoing you must not reproduce, frame, transmit (including broadcast), adapt link to or otherwise use any of the material on the Client Portal including audio and video excerpts without the prior written approval of BEA. For permission to reproduce any material, a request in writing is to be made to BEA.

Registered names and use of logos.

This Client Portal includes registered names including but not limited to the words 'Bruce Edmunds and Associates, 'BEA'. You must not use BEA's name(s) or logos except:

- (a) by saving or printing out a copy of BEA Client Portal as permitted by the copyright notice above;
- (b) as permitted by written agreement from BEA. You grant BEA an irrevocable right and royalty free licence to copy

and adapt any material you generate through use of any feedback facility, to the extent necessary to provide the facilities, or to promote the facilities or any other service of BEA .

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Invalid terms and conditions

In the event that any or any part of the terms contained in these terms of use are determined by a court to be invalid, unlawful or unenforceable, then such term/s shall not effect the remaining terms.

Client Portal unavailability

BEA does not accept responsibility in the event that the Client Portal is unavailable to you due to any computer downtime, malfunction or such other event outside the control of BEA.

Password requirements

BEA require you to have a password to access the Client Portal and it's information. Passwords are controlled by the Primary Account Holder. You must keep your password confidential at all times. You must not:

- (a) allow any other person or company to watch you enter your password when accessing the Client Portal;
- (b) record your password in any manner that would indicate to any other person or company that it is the user's password. You must inform us in writing or by email as soon as you become aware of or suspect any misuse of your password or loss or theft of a record of the password. You will be liable for any losses you incur until we are notified at our offices.

Limitation of liability

To the extent permitted by law, BEA, its employees, agents and consultants exclude all liability for any loss or damage, claims and expenses including, but not limited to legal costs, indirect special or consequential loss or damage arising out of the information on the BEA Client Portal or to third party content. Where any law prohibits the exclusion of such liability, BEA limits its liability to the resupply of the information.

Variation of terms of use

BEA reserves the right to vary these terms and conditions from time to time and to put the date of the latest version on the Client Portal. Any variation shall become effective upon such notification.

Jurisdiction

This Client Portal (excluding any linked third party websites) is controlled by BEA. By accessing this Client Portal you accept that any disputes arising out of your use of this Client Portal or its contents shall be governed by the courts having jurisdiction in the State of Victoria in Australia in accordance with the laws in force in the State of Victoria in Australia. This Client Portal may be accessed throughout Australia and overseas. BEA makes no representation that the material on this Client Portal complies with the laws of any country outside Australia. If you access this Client Portal from outside Australia you are responsible for ensuring compliance with all applicable laws in the place where you are located.