



**ORD MINNETT**

ASSET MANAGEMENT

Ord Minnett Management Limited  
CMT Non Cash Payment Facilities  
Product Disclosure Statement

# Ord Minnett Management Limited

## CMT Non Cash Payment Facilities

### Product Disclosure Statement

This Product Disclosure Statement (**PDS**) is issued by Ord Minnett Management Limited ABN 55 002 262 240, AFSL 237123 (in this PDS 'Ord Minnett Management', 'we', 'us' or 'our').

This PDS is dated 22 June 2012.

Information in this PDS may change from time to time and where the changes are not materially adverse to investors, the information may be updated on the Ord Minnett website at [www.ords.com.au](http://www.ords.com.au). A paper copy of any updated information is available free of charge on request.

All dollar amounts are in Australian dollars.

In this PDS "Business Day" means a day on which banks are commonly open for business in Sydney, excluding a Saturday, a Sunday or a public holiday.

It is proposed to issue and distribute this PDS in both printed and electronic form within Australia. This PDS does not constitute an offer or invitation in any place where, or to any person to whom, it would not be lawful to make such an offer or invitation. The distribution of this PDS (including its accessibility on any computer network) in jurisdictions outside Australia may be subject to legal restrictions. Any person who resides outside Australia and who receives or gains access to this PDS should comply with any such restrictions as failure to do so may constitute a violation of securities laws.

Any information contained in this PDS is general information only and does not take into account your individual objectives, tax and financial situation or particular needs or circumstances. You should assess whether the information is appropriate for your specific circumstances.

If you would like to request a printed copy of this PDS, please contact us using the details below.

To contact Ord Minnett Management directly:

Internet: [www.ords.com.au](http://www.ords.com.au)  
Phone: Between 8.30am and 5.00pm  
(Sydney time), Monday to Friday:

Toll free on 1800 700 713  
|Fax: (02) 8216 6411

Mail: Ord Minnett Management Limited  
GPO Box 2613  
Sydney NSW 2001

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## 1 CMT Non Cash Payment Facilities

You have received this PDS because you have applied to invest in the Ord Minnett Cash Management Trust ARSN 090 714 588 (**CMT**) and have requested the provision of one or more of the following non cash payment facilities that relate to the CMT:

- internet withdrawal facility;
- personal cheque book facility; and
- BPAY withdrawal facility,

**(Facilities).** Ord Minnett Management is the issuer of each Facility.

This PDS sets out important information that you should carefully consider before deciding to use any of the Facilities.

To apply to use any Facility please complete the relevant sections of the application form that accompanies the product disclosure statement for the CMT

**(Application Form).**

## 2 Significant benefits and risks

Using one or more of the Facilities may be a flexible and convenient way to make payments.

The use of the Facilities may also reduce the risks associated with loss or theft of cash.

Depending upon the way in which they are used, the Facilities may provide a more efficient way for you to make payments when compared to cash.

In using the Facilities you will be relying on our ability (and the ability of others) to meet various obligations, including implementation of payments you have requested using the Facilities.

There is a risk that people may gain unauthorised access to your CMT account or Facilities and perform unauthorised transactions on your CMT account (for example, if your means to access a Facility is lost or stolen). You may be able to reduce this risk by taking steps to protect the security of your means to access the Facilities and by carefully checking your statements and notifying us of any errors.

There is also a risk that our systems, and the systems of others involved in the ultimate delivery of the Facilities, will not process payments in accordance with expected standards due to technical or other failures.

## 3 Fees and costs

### Service fee

<b>Personal Cheque books</b>	100 cheques \$10.00 50 cheques \$7.00 25 cheques \$5.00
Personal cheque presentment fee	Nil
Stop payment on personal cheque	\$10.00 each
Dishonour fee on personal cheque	\$22.00 each
Dishonour of Direct Debit	\$22.00 each
Dishonoured cheque deposits	\$12.00 each
Dishonour of deposit via Regular Savings Plan	\$2.75
Bank cheques	\$15.00 each
Telegraphic transfers – AUD	\$22.00 each
Telegraphic transfers – other currency	\$33.00 each
RTGS (intra day transfer of cleared funds)	Australian residents \$22.00 each
Transaction trace request	\$20.00

All the above fees include GST

\*Certain telegraphic transfer payments cannot be made to some countries and/or in certain currencies. For further information contact our Client Service Team on 1800 700 713.

By using the Facilities, you agree and authorise us to effect payment of the above fees by withdrawing the relevant amounts on your behalf and paying the net proceeds to us. All fees will be deducted and paid to us at the time of the relevant transaction.

We may change these fees at any time, however we will give 30 days notice before the change takes effect.

## 4 About Ord Minnett Management

Ord Minnett Management a wholly owned subsidiary of Ord Minnett Holdings Pty Limited (**Ord Minnett**). Ord Minnett is one of Australia's leading wealth advisory and stockbroking firms, catering to private clients, corporations and institutions. Ord Minnett is 70% owned by IOOF Holdings Limited, a leading Australian fully integrated financial services company with \$106.6 billion in funds under management and advice (as at 24 April 2012) and 30% owned by JP Morgan, a global financial services firm serving clients in more than 100 countries around the world.

## 5 Other information

### Complaints

If you have a complaint or other concern, you should first contact our Client Service Team on 1800 700 713 and discuss your complaint or concerns. If your concerns are not resolved to your satisfaction then please write to the Compliance Manager of Ord Minnett Management Limited, Level 8 NAB House, 255 George Street, Sydney NSW 2000 (or GPO Box 2613, Sydney NSW 2001).

If you are still dissatisfied you may write to:

### FINANCIAL OMBUDSMAN SERVICE

Telephone: 1300 78 08 08

Facsimile: (03) 9613 6399

Website: [www.fos.org.au](http://www.fos.org.au)

Email: [info@fos.org.au](mailto:info@fos.org.au)

Mail: GPO Box 3, Melbourne, Victoria, 3001

The Financial Ombudsman Service will adjudicate and may issue a determination which will be binding on us. If you are still not satisfied with the outcome you may wish to obtain independent legal advice to consider your further options.

### Privacy

When applying for a Facility, you provide us with personal information such as your full name, address and telephone numbers. Other personal information collected may include proof of identity, personal financial details and tax file numbers. Naturally we consider this information to be confidential and take all reasonable steps to protect it under Ord Minnett Management's privacy policy.

The primary purpose of collecting personal information is for opening and maintaining an account for you (including facilitating distribution payments and communications to

you). The information may also be used for the secondary purposes of conducting market or customer satisfaction research, developing and identifying products that may interest you and (unless you ask us not to) providing you with information about other products and services offered by Ord Minnett Management, related parties or other organisations. If at any time you do not wish to receive information about other products and services, please inform us in writing or contact our Privacy Officer.

We may also use and disclose the personal information you provide us for the purposes of complying with our obligations under the Anti-Money Laundering and Counter-Terrorism Financial Act 2006 (Cth) in Australia (**AML Act**). Further information about the AML Act procedures is set out in the CMT product disclosure statement.

Your personal information may be disclosed to related parties of Ord Minnett Management, government agencies, agents and contractors including print service providers and mail houses, our insurers, as required by law and any person to the extent necessary, in our view, in order to carry out your instructions.

If you change your Instructing Dealer (as defined in the CMT product disclosure statement) or decide you no longer wish your Instructing Dealer to have access to personal information that we hold about you, then you need to advise us and your Instructing Dealer in writing.

It is not compulsory to provide certain personal information requested by us. However, if some of the personal information is not provided by you, we may not be able to open an account for you.

You can correct and update the personal information we hold about you by contacting your adviser or our Privacy Officer in writing. If you wish to access and review personal information you must submit a written request outlining the relevant terms of reference for the attention of the Privacy Officer. We will endeavour to process and respond to requests in a timely manner.

You may at any time request a copy of our privacy policy from our Privacy Officer or by accessing it from our website, [www.ords.com.au](http://www.ords.com.au). If you have any questions regarding the Ord Minnett Management privacy policy or how your information is treated, please contact the Privacy Officer using the contact details at the commencement of this PDS.

## 6 Personal cheque book facility

The personal cheque book facility enables you to make third party payments by using cheques drawn on an account maintained by us with Westpac Banking Corporation (**Westpac**). Following presentation of a cheque, the amount of the payment is debited to our account with Westpac. We then seek reimbursement from you by withdrawing an equivalent amount in units from your CMT account.

If you have a CMT account, you may request that we issue you with a personalised cheque book. The cheques are marked "not negotiable", so you cannot make them out for "cash" and present them for immediate payment. Cheques can be written for Australian dollars only. Cleared funds must be available at the time any cheques you have written are presented. You cannot close your CMT account by writing a cheque from your cheque book. You can, of course, continue to use the other existing CMT Facilities to withdraw units.

Australian law requires that certain account information is verified and that all signatories to an account be identified when choosing to have a cheque book facility and we reserve the right to decline your application for the cheque book facility if identification requirements are not satisfied. Please see the CMT product disclosure statement for further information about meeting identification requirements.

Each signatory on the CMT account (and any new signatory to an existing account including persons acting under a power of attorney) must be identified under the terms set out in the CMT product disclosure statement.

To apply for this Facility please tick the relevant section on the Application Form. In applying, you agree to be bound by the following terms and conditions:

- Each cheque drawn is the same as a request to withdraw CMT units. We will withdraw units held in your CMT account to pay for it.
- You must not draw a cheque for an amount greater than or equal to the withdrawal value of the units in your CMT account (giving consideration to the minimum balance requirements) as this will not allow sufficient funds to cover cheque transaction fees. Failure to comply with this condition will result in your cheque being dishonoured and the charging of a dishonour fee. If the balance of your CMT account is less than the required minimum balance, your CMT account may be closed.
- You must wait at least three Business Days before drawing against cheques you have deposited into your CMT account.
- You must take care of the cheque book and inform us promptly if it or any cheque forms are lost or stolen.
- Stop payment requests must be made to us by fax or in writing. You cannot deal directly with Westpac, you must always contact Ord Minnett Management.
- We may deduct from your CMT account, by withdrawing CMT units:
  - fees as specified in section 3 of this PDS for the operation of the personal cheque book facility (including fees for dishonoured cheques and stop payment requests); and
  - any duties and other taxes imposed on the relevant bank, or on us, in relation to the Facility.
- You:
  - indemnify the CMT, Westpac and us against all loss, liabilities and costs incurred in connection with the personal cheque book facility; and
  - release Westpac and us from all claims and liabilities in connection with any act or omission relating to the operation of the personal cheque book facility.
- Ord Minnett Management and Westpac may cancel the personal cheque book facility:
  - immediately if you do not comply with any of these conditions; or
  - at any time after giving you reasonable notice. If Ord Minnett Management or Westpac request, you must return any unused cheque forms.
- We may amend these terms and conditions at any time and we will notify you before the amendment takes effect.
- You acknowledge that Ord Minnett Management, and not Westpac, is the issuer of the personal cheque book facility.
- These conditions are for the benefit of, and may be enforced by, Westpac as well as Ord Minnett Management.

## 7 Internet withdrawal facility

The internet withdrawal facility allows you to withdraw CMT units by requesting a funds transfer via our secure Internet Service, rather than in writing. A daily limit will apply. Once you have applied for this Facility you will be sent, separately, your confidential electronic transaction code (**ETC**). You will need to quote this code to transact on your CMT account. Your funds can be:

- credited to a previously nominated Australian financial institution account (nominations made via the Application Form or change of details form); or
- transferred to an associated Ord Minnett CMT account.

Note – payments may only be requested via the internet withdrawal facility to recipient accounts previously nominated in writing.

To apply for this Facility please tick the relevant section on the Application Form. Your CMT account operating authority must select “any investor may sign” and your CMT account may not be subject to a mortgage. In applying, you agree to be bound by the following terms and conditions:

- An internet withdrawal request is dealt with in the same manner under the CMT’s constitution as a written withdrawal request.
- To make an internet withdrawal request, your ETC must be quoted.
- You will indemnify us and the CMT for any loss, damage or liability that may be suffered or incurred as a result of our acting in accordance with any internet withdrawal request instructions in relation to your investment.
- If your ETC is quoted by some other person seeking to access your CMT account, whether authorised by you or not, you will be liable for any losses suffered by you or by us resulting from that other person accessing your CMT account.
- We will only act on withdrawal requests that are received in full and do not appear to contain any errors.
- We may amend these terms and conditions at any time and we will notify you before the amendment takes effect.

For additional terms and conditions that apply to use of our internet facilities, please see section 9.

Note – you can not fully withdraw your investment via the internet withdrawal facility.

## 8 BPAY withdrawal facility

### 8.1 General terms and conditions

The BPAY withdrawal facility allows you to withdraw CMT units by making a BPAY payment (**BPAY Payment**) directly from your CMT account via our secure internet service, rather than in writing. A daily limit will apply.

For important information about the Internet Service (including terms and conditions), please refer to section 9.

Once you have applied for this Facility you will be sent, separately, your confidential ETC. You will need to quote this code to access your CMT account via our secure internet service. You can BPAY to a registered BPAY Biller.

To apply for this Facility please complete the relevant section on the Application Form. Your CMT account operating authority must select “any investor may sign” and your CMT account may not be subject to a mortgage. By applying to use this Facility, you acknowledge your understanding of, and agree to be bound by, the terms and conditions set out below:

- A BPAY Payment request is dealt with in the same manner under the CMT constitution as a written withdrawal request.
- To utilise this Facility, your ETC must be quoted.
- You will indemnify Ord Minnett Management and the CMT for any loss, damage or liability that may be suffered or incurred as a result of our acting in accordance with any BPAY Payment request instructions in relation to your investment.
- If your ETC is quoted by some other person seeking to access your CMT account, whether authorised by you or not, you will be liable for any losses suffered by you or by us resulting from that other person accessing your CMT account.
- You acknowledge that Ord Minnett Management, and not BPAY, is the issuer of this BPAY withdrawal facility.
- We may amend these general and additional terms and conditions at any time and we will notify you before the amendment takes effect.

## 8.2 Additional terms & conditions

### 1 Payments

1.1 We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.

1.2 You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 1.6 below) when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your CMT account. Clause 2 describes when and how we will arrange for such a BPAY Payment (other than in relation to an underpayment) to be refunded to you.

1.3 Subject to clause 10 - Cut off Times, Billers who participate in the BPAY Scheme (as defined in clause 3.1 below) have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut Off Time on a Business Day (as defined in clause 15 below); or
- (b) on the next Business Day, if you tell us to make a BPAY Payment after our Payment Cut Off Time on a Business Day, or on a non Business Day.

1.4 A delay may occur in processing a BPAY Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
- (b) you tell us to make a BPAY Payment either on a day which is not a Business Day or after the Payment Cut off Time on a Business Day;
- (c) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
- (d) a Biller fails to comply with its obligations under the BPAY Scheme.

1.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 1.4 will not continue for more than one Business Day, any such delay may continue for a longer period.

1.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller (as defined in clause 3.1 below) and the amount you needed to pay.

### 2 Liability

#### EFT Code

2.1 Ord Minnett Management has not signed up to The Electronic Funds Transfer (EFT) Code of Conduct.

Under this clause 2 you are liable for an unauthorised or fraudulent payment made from your CMT account. Your liability is the amount of any unauthorised or fraudulent payment.

#### Mistaken payments, unauthorised transactions and fraud

2.2 We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must promptly tell us if:

- you become aware of any delays or mistakes in processing your BPAY Payments;
- if you did not authorise a BPAY Payment that has been made from your CMT account; or
- if you think that you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause. However, except as set out in this clause 2 and clause 13, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

The longer the delay between when you tell us of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

### **Mistaken payments**

2.3 If a BPAY Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your CMT account was debited for the amount of that payment, we will investigate the payment. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so, you must pay us that amount.

### **Unauthorised payments**

2.4 If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will investigate the payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we can not recover within 20 Business Days of us attempting to do so that amount from the person who received it, and
- (b) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

### **Fraudulent payments**

2.5 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

### **Resolution principles**

2.6 If a BPAY Payment you have made falls within the type described in clause 2.4 and also clause 2.3 or 2.5, then we will apply the principles stated in clause 2.4.

If a BPAY Payment you have made falls within both the types described in clauses 2.3 and 2.5, then we will apply the principles stated in clause 2.5.

### **Indemnity**

2.7 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (a) did not observe any of your obligations under these terms and conditions; or
- (b) acted negligently or fraudulently in connection with this agreement.

### **Biller consent**

2.8 If you tell us that a BPAY Payment made from your CMT account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from the Biller information about your CMT account with that Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

## **3 BPAY Scheme**

### **3.1 We are a member of the BPAY Scheme.**

The BPAY Scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY Scheme.

We will tell you if we are no longer a Member of the BPAY Scheme. For the purposes of the BPAY Scheme, we may also be a Biller.

3.2 When you tell us to make a BPAY Payment, you must give us the information specified in clause 6 below. We will then debit your CMT account with the amount of that BPAY Payment.

## **4 How to use the BPAY Scheme**

### **4.1 BPAY Payments can be made from your CMT account.**

4.2 The BPAY withdrawal facility allows you to withdraw CMT units by making a BPAY Payment rather than withdrawing in writing. Once you have applied for this facility you will be sent, separately, your confidential ETC. You will need to quote this code to access your CMT account.

4.3 If there is any inconsistency between the terms and conditions applying to the CMT account and these BPAY terms and conditions, the BPAY terms and conditions will apply to the extent of that inconsistency. The EFT Code of Conduct does not apply.

4.4 The payer acknowledges that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that Biller.

## 5 Valid payment direction

We will treat your instruction to make a BPAY Payment as valid if, when you give it to us you comply with the security procedures specified in this PDS.

## 6 Information you must give us

The information you must give us to instruct us to make a BPAY Payment is:

(a) your ETC must be quoted.

You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## 7 Payment queries

Ord Minnett Management is a member of the Financial Ombudsman Service.

Please refer to the complaints information in section 8 of the CMT PDS.

## 8 Changes to terms

8.1 We can change these terms at any time.

8.2 We will tell you about any changes by emailing the new conditions to you and posting the new conditions on our web site.

## 9 Suspension

9.1 We may suspend your right to participate in the BPAY Scheme at any time.

9.2 The circumstances in which we may suspend your right to participate are:

- Non compliance with any of these BPAY terms and conditions for the BPAY withdrawal facility; or
- *if you or someone acting on your behalf, is suspected of acting fraudulently.*

## 10 Cut-off times

If you tell us to make a payment before the time specified below, it will in most cases be treated as having been made on the same day.

Cut-off times: 11.00am on a Business Day

However, the payment may take longer to be credited to a Biller if you tell us to make a Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a Payment as soon as they receive its details.

## 11 When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

- (a) advise you of this;
- (b) credit your CMT account with the amount of the BPAY Payment; and
- (c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

## 12 Account records

You should check your CMT account records carefully and promptly report to us as soon as you become aware of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

## 13 Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## 14 Privacy

14.1 If you register to use the BPAY Scheme, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme; and
- (b) such of your transactional information as is necessary to process your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution.

14.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in clause 14.1, as necessary.

14.3 You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in clause 15.

14.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment.

## 15 Definitions

### **Biller - see clause 3.1.**

BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street, Sydney, New South Wales, Australia. Telephone (02) 82520500.

Cardlink Services Limited ABN 60 003 311 644 of Cnr. Park Road and South Parade, Auburn, New South Wales, Australia. Telephone (02) 9646 9222.

Payment Cut Off Time with respect to a Business Day, the time specified in clause 10 for that day.

You - the CMT account holder instructing us to make BPAY Payments from time to time. Any other grammatical form of the word "you" has a corresponding meaning.

## 9 Use of Internet Service

### **Security**

Whilst we have security procedures in place, someone trying to use your CMT account or impersonate you may contact us about your CMT account and attempt to change your details and/or make a withdrawal.

We will not be liable for any losses which occur on instructions that you have not authorised but which appear to be authorised by you.

We may have additional requirements for receiving instructions from you. You will be notified if this affects your instructions.

### **Electronic Transaction Code**

You must keep your ETC secret. You should not disclose your ETC to anyone or record it in a way which could affect its confidentiality. We will not be liable for any losses that may be incurred because we acted on instructions received which used your ETC, whether or not these instructions were authorised by you.

You must tell us immediately if you think that someone else has accessed your CMT account, or if someone else may know your ETC. We will stop access to the account and issue a new ETC as soon as reasonably practicable.

### **Access to your CMT account via the internet**

You can tell us if you want to permanently stop using internet access for your CMT account by sending us an original signed request. We will block internet access to your CMT account on the second Business Day after we receive that request. Until your CMT account is blocked, all of these terms and conditions continue to apply. We can cancel or restrict your access at any time and for any reason.

We will take all reasonable steps to make sure that the information that you access through our internet service is up-to-date and correct, however we do not guarantee or warrant that your access to your CMT account via our Internet Service will be uninterrupted or error free.

If access to the website is unavailable, delayed or limited, or if the website does not operate quickly or efficiently, you may be unable to transmit your instructions, transactions and other matters, or such instructions may not be promptly executed or you may be unable to retrieve information on a timely basis. Accordingly, you agree that you will not use the website or email for the communication of any instructions to us that are critical or time sensitive. We will not be required to act upon any such types of instructions and will not be liable for any actions taken or omissions to act as a result of any communication from the website or email message you send to us. If your operations depend on such communications with us, and such communications are disrupted or delayed, you may suffer losses.

If you are joint account holders, when one of you registers for the internet withdrawal facility or the BPAY withdrawal facility, both of you are taken to have agreed to any transactions on your CMT account initiated via our internet service.

### **Transacting via the internet**

We will not be liable for any losses that occur because we did not receive an instruction or received an instruction that appeared to be incomplete or contain errors. If there are any government fees and charges incurred by us in relation to your use of this service we can debit these from your CMT account.

We can amend these terms and conditions at any time without notice to you.

## Ord Minnett Offices

**Adelaide** Level 11, 13-19 Grenfell Street,  
Adelaide SA 5000, Tel: (08) 8203 2500,  
Fax: (08) 8203 2525

**Brisbane** Level 31, 10 Eagle St,  
Brisbane QLD 4000, Tel: (07) 3214 5555,  
Fax: (07) 3214 5550

**Buderim, Sunshine Coast**  
1/99 Burnett Street, Buderim QLD 4556,  
Tel: (07) 5430 4444, Fax: (07) 5430 4400

**Caloundra, Sunshine Coast** 79-81 Bulcock  
Street, Caloundra QLD 4551,  
Tel: (07) 5491 3100 Fax: (07) 5491 3222

**Canberra** 101 Northbourne Avenue,  
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