

Website Terms and Conditions

Terms and conditions of use of My AMP

Your access and use of My AMP is subject to these terms and conditions. As the terms and conditions contain important rules of use, you should read them in deciding whether to use My AMP. The terms and conditions are also available on amp.com.au. We may amend the Terms from time to time.

By pressing the 'I agree' button, you acknowledge and agree that you have read, understood and agree to the following terms and conditions (as amended from time to time):

General

1. The "**Terms**" consist of:

(a) these specific Terms; and

(b) the AMP Bank Account Access and Operating Terms and Conditions

Where there is an inconsistency between the specific Terms and the Account Access and Operating Terms and Conditions, the specific Terms prevail in relation to My AMP.

2. Subject to the law and the ePayments Code, AMP may change the Terms at any time without notice. We may require you to confirm your acceptance of changes to the Terms to continue using My AMP.

3. You should consider any changes to the Terms and regularly check the Terms for any changes. If the Terms are changed, you must comply with the updated Terms. If you do not agree to the updated Terms, you must immediately cease using My AMP.

4. My AMP is not a stand-alone product or service. You may only use the AMP Bank internet banking services through My AMP if you have first registered and obtained login details and a Password, as required by AMP from time to time.

5. AMP Bank warrants that it will comply with the ePayments Code and the relevant provisions of the Code of Banking Practice in relation to the AMP Bank banking services provided through My AMP.

Fees and charges

6. Any fees and charges that apply to your AMP Product Issuer products accessible through My AMP will continue to apply to transactions made using My AMP. In addition, any fees and charges which apply to Financial Services or Credit Services from a Relevant Practice will continue to apply to such services provided through My AMP. Subject to the law and any applicable codes, AMP currently do not charge fees for using My AMP and do not expect to do so in the foreseeable future.

7. AMP will give you at least 30 days prior notice of imposing or increasing any fee relating solely to the use of My AMP.

Functionality

8. Account balances shown on My AMP do not include transactions that have not been processed. Transactions by AMP Bank which occur overnight will not appear on account history information until processing has been completed. Other transactions and unit prices may be up to 3 days late.

Intellectual Property

9. All copyright and other intellectual property rights in My AMP and content accessible through it are owned by AMP and/or its licensors and/or any Relevant Practice. You may not alter or modify this information in any way. Except where necessary for using the services provided through My AMP, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms, no documents or information on My AMP may be reproduced, adapted, distributed, published, displayed or transmitted in any form by any process and you may not create derivative works from any part of My AMP or commercialise any part of My AMP without the specific written consent of AMP or, in the case of third party material, from the owner of the copyright in that material.

10. AMP and related logos are trademarks registered in Australia.

Investment performance

11. Unless otherwise stated to the contrary, neither AMP, a Relevant Practice nor any other related company guarantees the performance of any investment, any particular rate of return from any investment, the repayment of capital or the taxation consequences of any investment. Investment is subject to investment and other risks. Possible risks could include delays in repayment and loss of income or capital invested.

Access for Australian residents only

12. This service and the products and services of AMP described in this site are available only to Australian residents.

No personal investment advice provided to you by an AMP Product Issuer

13. The following paragraphs 14, 15 and 16 do not apply to information provided expressly by an Advice Licensee or a Relevant Practice.

14. Information provided by an AMP Product Issuer in My AMP is not designed for the purpose of providing personal financial or investment advice. Information provided does not take into account your particular investment objectives, financial situation or investment needs.

15. You should assess whether the information provided by an AMP Product Issuer in My AMP is appropriate to your particular investment objectives, financial situation and investment needs. You should do this before making an investment decision on the basis of any information. You can either make this assessment yourself or seek the assistance of a financial adviser.

16. The information provided by an AMP Product Issuer and available through this website is not a recommendation to invest in any investments, securities or financial products offered by any member of the AMP group of companies,

Advice provided to you by an Advice Licensee and/or Relevant Practice

17. You understand that in relation to any Financial Service or Credit Service you may receive from a Relevant Practice and/or the relevant Advice Licensee, you agree to provide information to a Relevant Practice and/or an Advice Licensee which will be used in the provision of Financial Services and/or Credit Services via My AMP.

18. Where you provide information to a Relevant Practice via My AMP, you confirm that any information you provide is complete and accurate to the full extent of your knowledge. You consent to the information you

provide being used for the provision of Financial Services and Credit Services by a Relevant Practice and/or the relevant Advice Licensee.

19. You agree that both a Relevant Practice and an Advice Licensee may provide you with Statements of Advice, Records of Advice and Financial Services and Credit Guides via My AMP. At this time, this will be limited to making documents available that have already been given to you.

20. You acknowledge that a Relevant Practice and/or the relevant Advice Licensee may change from time to time.

Use of My AMP

21. You must provide your own internet access and Device in order to access and use My AMP. You are solely responsible for all internet access, data download and other network charges arising from your accessing or use of My AMP (including any global roaming charges where you use My AMP overseas) and you acknowledge and agree that neither AMP nor a Relevant Practice has responsibility or liability for those charges.

22. Where another person is liable to pay those charges under the relevant internet service, mobile data or mobile telephone account used by your Device, you acknowledge and agree that you have obtained their consent to your access and use of My AMP.

23. You are responsible for the operation and maintenance of your Device and for the operation of My AMP on your Device.

24. You must use a username and password to access My AMP. You must obtain them from AMP and use them in the manner AMP directs in order to access My AMP.

25. You must keep your username and password for My AMP confidential, and not disclose them to any person, or authorise or permit any other person to use My AMP using your username or password. If you breach your obligations under this paragraph and another person uses My AMP using your username or password, you are responsible and liable for that use, as if that use of My AMP was by you.

26. AMP has the right to monitor and, where applicable, refuse to transmit or post any transmissions made using My AMP.

27. To use My AMP and its features, you must grant My AMP the permissions and access to your Device and applications that it requires. If you do not grant these permissions and this access, you may be unable to use My AMP or some of its features.

28. You acknowledge and agree that in order to use the Super Search function through My AMP, a condition of the use is to verify your identity. We have arranged for one of our providers to carry this out on our behalf. If you have any issues or decline to have your identity verified, you may be unable to use the Super Search function through My AMP.

29. My AMP uses the internet to provide services and information. By using My AMP, you acknowledge and agree to accept all risks associated with using the internet, including the potential exposure to viruses and harmful code which may affect your Device.

30. Neither AMP nor a Relevant Practice warrant or guarantee the security of My AMP. You are solely responsible for the security of your Device (including any data stored on that device) and for using appropriate and up-to-date software on your Device to detect and manage the threat posed by viruses and other harmful code.

31. All software has security vulnerabilities. AMP may from time to time identify vulnerabilities in My AMP and update My AMP to help address these vulnerabilities, but is under no obligation to do so.

Reporting unauthorised transactions or username and password revealed

32. You must tell us as soon as possible if:

(a) you suspect that your username and password is known to someone else;

- (b) you suspect any unauthorised use of your Accounts; or
- (c) your Device is lost or stolen.

If you do not notify us or you unreasonably delay in notifying us, you may be liable for unauthorised transactions.

Performance of My AMP

33. AMP will use reasonable endeavours to generally make the services provided through My AMP available during its usual business hours. However, the availability of those services depends on various third party suppliers of both you and AMP, and accordingly, AMP does not warrant or guarantee:

- (a) that you will be able to use My AMP at any time; or
- (b) that your use of My AMP will be continuous, uninterrupted, secure or error-free.

34. You acknowledge and agree that the services provided through My AMP may not be available for use from time to time, and that you may be disconnected from your use of those services at any time for any reason, including if:

- (a) any network connection difficulties occur;
- (b) the systems providing those services are unavailable for any reason (including for maintenance purposes);
- (c) you breach any of the Terms; or
- (d) AMP decides to terminate your access to those services for any reason.

35. AMP makes no guarantee as to the speed, reliability or other performance of My AMP. The performance of My AMP depends on various factors, including the functions, capacity and configuration of your Device, the speed of your internet connection, and the number of users accessing the systems which support My AMP.

36. The information provided in My AMP has been sourced from information believed to be accurate and reliable at the time it was sourced. Except where expressly stated, AMP does not give any guarantee, representation or warranty as to the accuracy, completeness or currency of the information it makes available through My AMP nor does it accept any responsibility or liability for or in connection with any loss or damage arising from any inaccuracies, errors or omissions in the information made available through My AMP. However, AMP will endeavour to ensure that the information is updated as soon as practicable when it becomes aware that material changes have occurred.

Suspension or termination of My AMP

37. AMP reserves the right to suspend, block access or terminate your use of My AMP, the services provided through it and/or any of its features or components at any time and for any reason, without notice to you. If requested by AMP, you must immediately cease use of My AMP and remove any data obtained from My AMP from your Device.

Your obligations

38. You must not use (or attempt to use) My AMP:

- (a) for any unlawful or dishonest activity;
- (b) to access, transmit, publish or communicate material which is defamatory, offensive, unsuitable for minors, abusive, indecent, menacing, or otherwise unlawful, or which contains a virus or other harmful code;
- (c) to obtain unauthorised access to (or damage, disrupt or interfere with the operation of) any computer, system, application, network or service;

- (d) to transmit, publish or communicate bulk and/or unsolicited messages;
- (e) in any way that may bring negative exposure or harm to AMP, its suppliers or other users of My AMP; or
- (f) in any way that may cause AMP, its suppliers or other users of My AMP to incur liability to a third party.

39. AMP may ask you to cease any conduct which it believes is contrary to your obligations under the Terms. You must immediately comply with any such request.

Consumer Guarantees

40. To the extent permitted by law, AMP excludes from the Terms all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom. However, certain statutory guarantees and implied warranties are conferred by the ASIC Act, the Australian Consumer Law and other similar legislation of Australian states and territories in relation to the supply of goods or services to a consumer (collectively, the "**Consumer Guarantees**"). The operation of the Consumer Guarantees is not excluded, restricted or modified under the Terms.

Liability

41. Except for any liability under the Consumer Guarantees:

- (a) AMP and/or a Relevant Practice is not liable for any Loss or other consequences arising from or in connection with:
 - (i) your use of (or inability to use) My AMP, including, without limitation, any and all actual or anticipated loss of profits, revenue, goodwill, savings, data, business opportunity, or expectation, and any and all indirect, special, consequential, punitive or exemplary Losses;
 - (ii) any action taken or not taken by a third party in relation to a transaction that involves a third party;
 - (iii) any information provided to AMP and/or a Relevant Practice that may be inaccurate; or
 - (iv) any damage to your Device as result of use or attempting to use My AMP.
- (b) to the extent permitted by law, AMP and/or a Relevant Practice's liability is limited to resupplying the services accessible through My AMP or to paying for the resupply of My AMP or any part of it to you.

Privacy

42. AMP and/or a Relevant Practice will collect, use and store your personal information in accordance with the Terms, the Privacy Policy and applicable legislation, including for the purposes of delivering the services provided through My AMP, complying with its legal obligations, and optimising My AMP's usage and user experience. AMP and/or a Relevant Practice may also use it for related purposes - for example, providing you with ongoing information about financial services that may be useful for your financial needs through direct marketing. These services may include investment, retirement, financial planning, banking, credit, life and general insurance products and enhanced customer services that may be made available by AMP, other members of the AMP group, or by a Relevant Practice or financial adviser. Please contact AMP if you do not want your personal information used for direct marketing purposes.

43. Your personal information may be shared by AMP with a Relevant Practice, by a Relevant Practice with AMP as well as by either with other business areas or companies within the AMP group. Both AMP and Relevant Practices may also provide information to local and overseas entities which provide AMP and/or a Relevant Practice with administrative, financial, research or other services, other insurers and credit providers, financial advisers, brokers and other organisations authorised by AMP to assist in reviewing customer needs. A list of countries where these providers are likely to be located can be found in the AMP Privacy Policy at amp.com.au. Both AMP and a Relevant Practice may also disclose personal information to courts, tribunals and dispute resolution bodies, government agencies and other bodies AMP and/or a Relevant Practice is required to provide information to under the law.

44. The AMP Privacy Policy provides more information about how we use, manage and protect the personal information we hold about individuals. It sets out how you can access and correct the information that AMP holds about you, how you may complain about a breach of privacy and our process for resolving privacy related enquiries and complaints. To the extent that consents and agreements in these Terms are broader than the consents and agreements contained in the AMP Privacy Policy and/or AMP Privacy Collection statement, these Terms prevail.

45. If you use My AMP, the information that AMP may collect and store includes, without limitation:

- (a) the type of operating system and/or other software or firmware used by your Device;
- (b) the data you send and receive using My AMP, and the type and quantity of that data;
- (c) the dates on which and times at which you use My AMP; and
- (d) the IP and MAC address of your Device.

Miscellaneous

46. AMP does not waive a right, power or remedy in connection with the Terms if it fails to exercise or delays in exercising the right, power or remedy.

47. Any person defined as 'AMP' may exercise a right available to 'AMP' under the Terms without reference to the other.

48. If the whole or any part, of a provision of the Terms is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

49. The Terms are governed by the laws of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales.

Electronic communications

50. By registering for MyAMP you're agreeing to receive communications for your AMP products and services by email if we have your email address.

This includes all members of the AMP group and a Relevant Practice. We might send you product disclosure statements, statements and notices, product updates, financial services guides, statements of advice and any incorporated material, records of advice, annual statements and any other communications required or permitted by law.

To protect your privacy, you will be asked to login to My AMP for any communications that have personal information, such as statements.

You can check or update your email address in My AMP. If you'd prefer to receive communications by post, you can change your preferences any time in My AMP or you can call us. You can also ask for a specific document to be sent to another email address or by post.

We may also update your contact details if we receive different details for you from sources such as application forms, a Relevant Practice, employer or government agencies.

We or a Relevant Practice may send you communications by post or other means from time to time.

Interpretation

51. In the Terms: a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them; a reference to a document or instrument includes the document or instrument as novated, altered,

supplemented or replaced from time to time; and:

"Account" means, unless the context otherwise requires, an AMP Bank deposit or loan account. The terms and conditions applying to an AMP Bank deposit account are set out in the Deposit Products Terms and Conditions, and the terms and conditions applying to an AMP Bank loan account are set out in the relevant loan terms and conditions.

"AMP" means:

(a) AWM Services Pty Ltd ABN 15 139 353 496 AFSL 366121 (**"AWM Services"**); and

(b) AMP Bank Limited ABN 15 081 596 009 AFSL 234517 Australian Credit Licence number 234517 (**"AMP Bank"**); and

each relevant Advice Licensee,
and any use of "we", "our" or "us" refers to AMP.

"Advice Licensee" means any AMP group company, being the holder of an Australian financial services licence, Australian credit licence or both, who authorises a Relevant Practice to provide Financial Services and/or Credit Services on its behalf.

"AMP Product Issuer" means AWM Services and AMP Bank, jointly and severally, except that you acknowledge and agree:

(a) that the non-banking services (and the information obtained through them) are provided solely by AWM Services (or the other person that provides the relevant information) under the Terms; and

(b) that the AMP Bank banking services (and the information obtained through them) are provided solely by AMP Bank under the Account Access and Operating Terms and Conditions and the Terms.

"Code of Banking Practice" means the Code of Banking Practice that has been adopted by AMP Bank.

"Credit Service" has the same meaning as in the *National Consumer Credit Protection Act 2009* (Cth)

"Device" means at least a computer, tablet, mobile phone or other internet-enabled device that is compatible with My AMP and has, or has access to, a current and working internet connection.

"ePayments Code" means the ePayments Code, administered by the Australian Securities and Investments Commission, originally issued on 19 September 2011.

"Financial Service" has the same meaning it has in chapter 7 of the *Corporations Act 2001* (Cth)

"Losses" means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise.

"Personal Advice" has same meaning as it has in section 766B of the *Corporations Act 2001* (Cth)

"Privacy Policy" means AMP's privacy policy, as amended from time to time and published at the web page accessible using the address <http://www.amp.com.au/privacy> (or any replacement web page).

"Relevant Practice" means a Representative of an Advice Licensee, with whom you have an arrangement that includes the provision of Financial Services and/or Credit Services.

"Representative" means both Representative as defined in section 910A of the *Corporations Act 2001* (Cth) and Representative as defined in section 5 of the *National Consumer Credit Protection Act 2009* (Cth)

"Super Search" refers to the ATO's SuperMatch service used to find your super monies outside of AMP.

"Terms" means the terms and conditions of use set out in this document.

"You" or "you"

(a) in relation to the AMP Bank banking services available through My AMP, has the meaning given in the Account Access and Operating Terms and Conditions; and

(b) otherwise means the individual that is registered to use My AMP in their name.