



mypas  
portfolio administration

## Subscription Agreement

### Definitions

- 'mypas' means www.mypas.com.au Pty Ltd
- 'mypas' is a Portfolio Administration Service investors can access and use over the World Wide Web
- 'mypas' is not investment or taxation advice
- 'Service Provider' means owner and developer of Service and associated Copyright, namely Praemium Portfolio Services

**Disclaimer** 'mypas' does not take into account the investment objectives, financial situation or specific needs of any particular person. Before making any investment decision each subscriber should consider their particular investment needs, objectives and financial circumstances.

**Copyright** The subscriber acknowledges that all trademarks, trade names, copyrights, patents and other intellectual property rights related to the Service in anyway remain the sole property of 'mypas' Services and the Service Provider.

**Access** 'mypas' will provide the subscriber with password protected access to the 'mypas' Online Service electronically, via mypas.com.au

**Third Party Data** 'mypas' relies on third party data about the share market including prices and corporate actions. The subscriber accepts that neither 'mypas' nor the Service Provider are responsible for any error, omission or delay in such data being incorporated into the software. The subscriber agrees to independently confirm such information before relying on it.

The Service Provider agrees to provide the above mentioned data and information in good faith and to correct any errors in its own records without unreasonable delay after it becomes aware of them.

**Interruptions** From time to time there may be interruptions to 'mypas'. Neither 'mypas' nor the Service Providers will be liable to subscribers for interruptions to the service including but not limited to interruptions caused by: the need to facilitate reasonable maintenance of 'mypas', problems with the subscribers telecommunications services, problems with subscribers own hardware or software.

**Limitations of Liability** 'mypas' is not liable for any loss incurred by the subscriber as a result of any act, omission, error or delay of data and information received, deceit, neglect, mistake or default, except to the extent that any such loss is directly attributable to the gross negligence of 'mypas'.

**Confidentiality** 'mypas' assures that all personal information will be collected, used and stored in accordance with National Privacy Principles and the Privacy Act 1988 as well as the 'mypas' Privacy Policy (available upon request and on our Website).

**Password Security** The subscriber is completely responsible for the use of any password(s) that has been issued to them by 'mypas' and retaining its security.

**Support Services** During the term of the subscription, 'mypas' will provide the subscriber the following support services:

**Documentation** Access to a downloadable training manual and to online documentation including help screens.

**Live Support** 'mypas' subscribers receive help desk support during business hours (E.S.T.) for the duration of the subscription period. Ten help desk calls per user (including emails) are provided with your annual subscription. Items relating to the malfunction of, or errors in the system, will not be included, nor will be subject to these limits.

*making your life easier*

Confidential

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**Upgrades** The Service Provider reserves the right to change and make enhancements to the service at anytime and at its sole discretion. Changes may include but will not be limited to – adding additional functionality, change of layout, change methods of data entry or change nature or format of reports. All efforts will be made to ensure changes will not adversely affect subscriber use.

**Payment** Subscription commences upon full payment of the initial subscription or your annual subscription fee. Payment methods include direct transfer or monthly direct debit.

**Termination** Without prejudice to any other right either party may have under this Agreement or at law, either party may terminate this Agreement immediately by notice in writing if the other party is in breach of any term of this Agreement and such breach is not remedied within thirty (30) days of written notice by the party in breach.

Annual subscription fee is not refundable.

Termination of Agreement resulting from lapsed subscription or breach of Agreement terms as referred to above will result in the subscribers right to use the service being revoked and all subscriber investment information on the service being lost.

**Governing Law** This Agreement shall be governed by and construed in accordance with the laws for time being in force in the state of New South Wales.

I, \_\_\_\_\_ hereby acknowledge that I understand and agree to the terms of this agreement.  
*(Print name of subscriber)*

**Signature of Subscriber** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

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