



BGL Cloud Software Subscription Agreement

This Software Subscription Agreement (Agreement) explains BGL's obligations as a service provider and your obligations as a customer. This Agreement is binding on any use of the Software and applies to you when BGL provides you with access to the Software.

Definitions

BGL	means BGL Corporate Solutions Pty Ltd, BGL Client Services Pty Ltd and BGL Data Services Pty Ltd.
Content	has the meaning set out in the 'Content' section of this Agreement.
Data	means any data input or maintained in the Software.
Data Services	means BGL's ASX/Unlisted Unit Trust (UUT) Data Service, BGL's Bank Data Service and BGL's Share Data Service
Intellectual Property	means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
Personal Information	has the meaning given to that term in the Privacy Act 1988 (Cth).
SelfWealth	means the software application of SelfWealth Ltd.
Share Data Pack	means BGL's Contract Note Service and BGL's Cloud Registry Data Service.
Software	means CAS 360, Simple Fund 360 and Invest 360.
Subscription Fee	means the monthly or annual fee (excluding taxes and duties) payable by you in accordance with the price list as set out on our website (which BGL may change from time to time).
Subscription Period	means a period of 12 months from the date the first subscription payment is received by BGL.
Website	means any Internet site running the Software.
You	means you (an entity or a person) and includes your employees, consultants, representatives and agents.

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You will ensure all usernames and passwords required to access the Software are kept secure and confidential. You will immediately notify BGL of any unauthorised use of your passwords or any other breach of security and BGL will reset your password.

Accrued Rights

Termination of the Agreement is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement you will:

- remain liable for any accrued charges and amounts which were due for payment before or after termination; and
- immediately cease to use the Software and the Website.

Acknowledgement

You acknowledge that:

- You are authorised to use the Software and the Website and to access the information that you access using the Software and the Website (whether that information is your own or that of anyone else).
- If you are using the Software and accessing the Website on behalf of or for the benefit of an organisation (whether a body corporate or not) then BGL will assume that you have the right to do so and that organisation will be liable for your actions or omissions (including any breach of this Agreement).
- The provision of access to and permit your use of the Software is on an as is, where is basis and at your own risk.
- BGL does not warrant that the use of the Software will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Software, including public telephone services, computer networks and

the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Software. BGL is not in any way responsible for any such interference or prevention of your access or use of the Software.

- BGL is not your accountant or adviser and use of the Software should not substitute professional accounting or financial advice.
- It is your sole responsibility to determine that the Software meets the needs of your business.

Breach of Agreement

Any breach by you of the terms and conditions of this Agreement shall mean that your right to use the Software and the Website is immediately revoked.

Cancellation

You can cancel your Subscription with us at any time. BGL will provide a refund for Subscriptions cancelled within 30 days of commencement of the First Subscription.

If you cancel your Subscription, your access to the Software will be restricted to the data export functions. You will be able to export your company, ledger or fund data for a period of 5 years.

Content

You understand that all information (such as data, text, documents, audio, photographs or videos – "Content") which you may have access to as part of, or through your use of, the Software are the sole responsibility of the person who originated the Content. Content presented to you as part of the Software, including but not limited to advertisements and/or sponsored Content may be protected by intellectual property rights which are owned by the others. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you receive permission to do so.



Communication

As a condition of this Agreement, if you use any communication tools available through the Website you agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Software including (but not limited to) offers of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to any of our users, or material in violation of any law (including material that is protected by copyright or trade secrets which you do not have the right to use). When you make any communication on the Website, you represent that you own the content of the communication. BGL is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Software. As with any other web-based forum, you must exercise caution when using the communication tools available on the Website. However, BGL does reserve the right to remove any communication at any time.

Confidentiality

Unless the relevant party has the prior written consent of the other or unless required to do so by law, each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with this Agreement. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement. Each party's obligations under this clause will survive termination of the Agreement.

The provisions of this clause shall not apply to any information which:

- is or becomes public knowledge other than by a breach of this clause;
- is received from a third party who lawfully acquired it and who is under no obligation
- restricting its disclosure;
- is in the possession of the receiving party without restriction in relation to disclosure before
- the date of receipt from the disclosing party; or
- is independently developed without access to the Confidential Information.

Copyright

You acknowledge that any and all trade marks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the Software shall remain the sole property of BGL or the Owner(s).

Data Backup

You are responsible for your Content. BGL adheres to its best practice policies and procedures to prevent data loss, including regular system data back-ups (at least once every 2 hours), but does not make any guarantees that there will be no loss of Content. BGL also has process and procedures in place for data recovery. BGL expressly excludes liability for any loss of Content no matter how caused.

Data Services

BGL provides a number Data Services. The data for these services is provided by external data suppliers. BGL will take all reasonable steps to ensure the data provided by external data suppliers is correctly loaded into our Software. BGL however is not responsible for the accuracy, reliability or completeness of this data.

Data Storage

BGL uses Amazon Web Services (AWS) in Australia to host our web applications. BGL's Data Backup and Recovery Plan mandates a copy of the data may be maintained in AWS region outside Australia. This provides our clients with geographic security.

There is no limit on amount of Data you can store in the Software although a Fair Use policy does apply. BGL will retain data for 5 years at which time we then archive the data. You will be able to retrieve archived data for an additional fee. There is no limit on amount of data you can store in the Software although a Fair Use policy does apply. BGL will retain data for 5 years at which time we then archive the data. You will be able to retrieve archived data for an additional fee.

Deletion

You can delete a company, ledger or fund at any time during the Subscription Period. If the company, ledger or fund has any transactions or changes during the Subscription Period, the company, ledger or fund is included in the total number of companies, ledgers or funds available to you in the Subscription Period. There is no facility to reload a deleted company, ledger or fund.

Deactivation

You can deactivate a company, ledger or fund at any time during the Subscription Period. Deactivated companies, ledgers or funds are included in the total number of companies, ledgers or funds in a Subscription.

Declaration

"I acknowledge that BGL, through the use of its software, is not providing an agent service and is not responsible for the preparation of any taxation, superannuation or other related documents on behalf of my business/entity. It can, however, submit transmissions (eg lodgements and prefill) through the SBR channel that my business/ entity chooses to make through this software."

Error Rectification

All software contains errors also known as "bugs". BGL will rectify Software errors as follows:

Critical errors ie The entire application(s), components or business functionality will not work and no workaround is available. The business impact of the error is critical. Users are prevented from using the system. BGL will work until the error is resolved.

Major errors, no workaround. The entire application(s), components or business functionality will not work but a business workaround is available. The business impact of the error is high. Users are hindered from being able to utilise the system and/or their productivity is lowered. BGL will rectify the error within 30 days.

Medium errors, workaround available – A minor part of the application(s) or business functionality does not work as expected. The business functionality is nominally compromised. The business impact of the error is medium. The user is partially hindered from being able to utilise the system but also has some kind of a work around. BGL will rectify the error within 30 days.

Minor errors. The function does not perform as expected, however business functionality is not compromised. The business impact of the issue is low. The error does not impair users from utilising the system. BGL will rectify the error within 90 days.



Errors and Omissions

BGL or the Owner(s) of the Software shall not be held liable for any errors or omissions in the Software and shall not be held liable for any loss either consequential, direct or indirect incurred by you as a result of the use of the Software.

Fair Use

BGL's Fair Use Policy is intended to ensure the availability of the Software to all subscribers. BGL may apply the Fair Use Policy where your usage of the Software is:

- fraudulent,
- involves a non-ordinary use,
- causes significant congestion, disruption or otherwise adversely affect the performance of
- the Software or related services, or
- adversely affects another subscriber's use of or access to the Software or related services.

General Obligations

You must only use the Software for your own lawful business purposes, in accordance with this Agreement and any notice sent by BGL to you or any condition posted on the BGL Website.

Governing Law

This Agreement is governed by the laws of the State of Victoria, Australia.

Indemnity

You indemnify BGL against all claims, costs, damage and loss arising from your breach of any of this Agreement or any obligation you may have to BGL, including (but not limited to) any costs relating to the recovery of any Subscription Fees that have not been paid by you.

Intellectual Property

Title to, and all Intellectual Property Rights in the Software, the Website and any documentation relating to the Software remain the property of BGL (or its licensors).

Issue of Right to Use

BGL warrants to you that it is duly authorised to grant you the right to use the Software and Data Services.

Legal Use

You must not use this Software to assist in any endeavour that breaks local or international laws or treaties.

Limitation of Liability

To the maximum extent permitted by law, BGL excludes all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of data, profits and savings) or damage resulting, directly or indirectly, from the use of, or reliance on, the Software. If you suffer loss or damage as a result of BGL's negligence or failure to comply with this Agreement any claim by you against BGL arising from BGL's negligence or failure will be limited in respect of any one incident, or series of connected incidents to the Subscription Fee paid by you in the previous 12 months. If you are not satisfied with the Software, your sole and exclusive remedy is to terminate this Agreement.

No Assignment

You may not assign or transfer any rights to any other person without BGL's prior written consent.

No Warranties

BGL gives no warranty about the Software. Without limiting the foregoing, BGL does not warrant that the Software will meet your requirements or that it will be suitable for your purposes. To avoid doubt, All implied conditions or warranties are excluded from this Agreement in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

Ownership of Data

Your company, ledger or fund Data is owned by you. If you cancel your Subscription or your Subscription expires, you have read only access to your Data for a period of 5 years. During the 5 years, you can export your Data and documents from the Software. You can transfer the ownership of the Data to another person. This person can access the Data as long as the person has a current Subscription to the appropriate Software.

Payment

Subscription Fees are based on the number of companies, ledgers, funds and Data Services and are paid monthly or annually in advance. BGL will continue to invoice you unless you cancel this Agreement or the Agreement is terminated. Your Subscription Period is shown on your invoice and commences on the date of payment. BGL does not provide services or software until payment has been received. You are responsible for payment of all taxes and duties in addition to the Subscription Fee.

Privacy

BGL maintains a privacy policy that sets out the parties' obligations in respect of data. BGL will collect information from you. BGL will handle your personal information in accordance with relevant laws. The BGL Privacy Policy is available to on the BGL Website. You can find that policy here. The BGL Privacy Policy is considered by BGL to be part of this Agreement.

Registration

All Software must be properly registered with BGL. You cannot use the Software beyond the Subscription Period. Reproduction or Distribution You warrant to BGL that neither you or your employees will copy, distribute, reproduce (except for archival purposes), sell, assign, translate, adapt, vary or modify the Software or otherwise disclose or make available the Software or any part thereof to any third person otherwise than as provided herein without the prior written consent of BGL.

Restrictions

You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

As a condition of these Terms, when accessing and using the Software, you must:

- not attempt to undermine the security or integrity of the Software's computing systems or networks or, where the Software is hosted by a third party, that third party's computing systems and networks;
- not use, or misuse, the Software in any way which may impair the functionality of the Software or Website, or impair the ability of any other user to use the Software or Website;
- not attempt to gain unauthorised access to any materials other than those to which you have been given express permission



- not transmit, or input into the Software, any: files that may damage any other person’s computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use)

Rights of Third Parties

A person who is not a party to this Agreement has no right to benefit under or to enforce any term of this Agreement.

SelfWealth

Simple Fund 360 and Invest 360 receive access to the SelfWealth application free of charge. As you load a fund or ledger, this data is automatically added to the SelfWealth Platform. You can disable access to the SelfWealth application at any time through your software. Your data will be deleted from the SelfWealth application within 30 days. For more information, see the [SelfWealth Terms and Conditions](#).

Service Availability

Whilst BGL intends that the Software will be available 24 hours a day, seven days a week, 365 days a year, it is possible that on occasions the Software may be unavailable for reasons within the control of BGL (ie: for schedules or unscheduled Software updates) or for reasons outside the control of BGL (ie: the data centres have power outages and all backup generators fail). BGL will use reasonable endeavours to notify you in advance of any planned outages and will notify you as soon as possible of any unplanned outages. BGL will use commercially reasonable efforts to make the Software available with an uptime percentage of at least 99.9%.

Severability

If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement is binding on the parties.

Subscription Fees

Subscription Fees are charged on an amount per company, ledger or fund. Companies, ledgers or funds are available in lots of 5 with the exception of Simple Fund 360 where a 1 fund subscription is available. Note: A 1 fund initial subscription (ie Simple Fund 360 Trustee Edition) must be purchased with training. Clients can upgrade the number of companies, ledgers, funds or Data Services at any time and receive a pro rata credit against the new subscription amount.

Support Services

During the Subscription Period, BGL will provide you the following support services:

- Documentation: Access to our extensive online documentation including help screens, training manuals and videos.
- Email: Regular email from BGL
- Website: Access to the resources provided by BGL’s Website including Wiki and Knowledge Base articles.
- BGL Client Centre: Invitation to register with the BGL Client Centre where clients can log support calls, renew and upgrade subscriptions, register for training sessions and seminars and access BGL’s messaging service BGL Direct.

- Update Service: Access to unlimited Software updates.
- Support: All clients receive unlimited support events for the duration of the subscription period. Support events can be logged by telephone, facsimile or through the BGLClient Centre.

Training

Training course fees are not included in your subscription. Training services are available from BGL.

The subscription includes 3 months of free access to our online learning channel from date of purchase. Access after this introductory period can be purchased as per pricing stipulated in training guide.

Updates

BGL reserves the right to issue updates and enhancements to the Software at any time. Every effort will be made to ensure Software updates do not adversely affect you.

Use

BGL grants you the right to access and use the Software and Data Services via the Website. This right is non-exclusive and non-transferable and limited by this Agreement.

Users

There is no limit to the number of users who can access the Software. You can invite any person you wish to access the Software.

Waiver

If either party waives any breach of this Agreement, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

BGL CONTACT DETAILS

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