

## **Terms and conditions**

This document together with the Privacy Policy and any other terms and conditions adopted by us from time to time and available on the CoVESTA website constitute the legal relationship between you and us in respect of your use of CoVESTA.

## **Contents**

- ▯ The purpose of this document
- ▯ Access
- ▯ Services
- ▯ Protecting your username and password
- ▯ Contact
- ▯ Linked websites
- ▯ Disclaimer
- ▯ Limitation of liability
- ▯ Viruses hacking and other offences
- ▯ Intellectual property rights
- ▯ Cookies
- ▯ Digital wallet terms
- ▯ Your digital wallet
- ▯ The risks involved
- ▯ Maintaining your digital wallet
- ▯ Receiving funds
- ▯ Prohibitions
- ▯ Withdrawing funds
- ▯ Closing your digital wallet
- ▯ Fees and other costs
- ▯ Unauthorised payments

- Suspension
- Consent to disclosure to credit reporting agency
- Applicable laws
- Your commitments
- Severance
- Contact information

### **The purpose of this document**

1. This document has been created to outline the terms of use that govern your use of the CoVESTA platform (**CoVESTA**), including the CoVESTA website (**CoVESTA Website**), found at: [www.covesta.com.au](http://www.covesta.com.au) (**Terms and Conditions**). By using CoVESTA and accessing the CoVESTA Website you agree to these Terms and Conditions.
2. Please regularly check the Terms and Conditions periodically for changes. We reserve the right to modify these at any time. Amendments will become effective immediately upon publication on the CoVESTA Website. By continuing to use CoVESTA and access the CoVESTA Website you accept such amendments.
3. If you do not agree to these Terms and Conditions , you must refrain from using CoVESTA and accessing the CoVESTA Website.
4. These Terms and Conditions were last updated on 23 June 2017.

### **Access**

5. We only use the personal information that you provide to us in accordance with our Privacy Policy. By using the CoVESTA Website, you consent to such use and you warrant that all information provided by you is complete and accurate and agree that we may rely on that information unless and until we receive written notice of any change signed by you or through a facility provided by us. Any such varied information will be covered by this warranty. We shall not be liable for any loss arising from the provision of any inaccurate information. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence.
6. Certain features of CoVESTA and the CoVESTA Website will only be available if you have registered your details on the CoVESTA Website and paid the application fee, at which point you will become a **Member**.
7. If you are an individual, you must be 18 years or older to use our services and by becoming a Member you declare that you are at least 18 years old. We may at any time require you to provide evidence of your age.

8. These Terms and Conditions must be read in conjunction with any other notices, disclaimers and policies displayed elsewhere on the CoVESTA Website or provided by us from time to time. You are responsible for making all arrangements necessary for you to have access to CoVESTA and the CoVESTA Website. You are also responsible for ensuring that all persons who access CoVESTA and the CoVESTA Website through your account (**Account**) are aware of these Terms and Conditions and that they comply with them.

### Services

9. Currently CoVESTA services are only available to Australians and as such you cannot use our services if you reside outside of Australia unless you are an Australian citizen.
10. Currently CoVESTA services are available to persons who are wholesale clients for the purposes of the *Corporations Act 2001* (Cth). CoVESTA services are not marketed, offered or available to persons who are retail clients for the purposes of that Act. By using CoVESTA and accessing the CoVESTA Website, you confirm that you are a wholesale client.
11. We reserve the right to suspend or terminate your access to our services at any time if we reasonably believe we are required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognised body for the prevention of crime.
12. Members will be issued a username and password for accessing information, functions and documents which are only available to Members. If your username or access to services is suspended by us for any reason (for example, if an incorrect password has been entered or we otherwise believe your online security is at risk) you will be unable to access the services (which includes your Account) until it is reactivated.
13. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

### Protecting your username and password

14. You must take all reasonable steps to keep your password safe at all times and not disclose it to anyone, including a family member or friend. The CoVESTA team will never ask you to provide your password to us (other than

when logging into your Account) or to a third party. It is advisable to change your password regularly (at least every 3 to 6 months) in order to reduce the risk of a security breach in relation to your Account.

15. You should always:

- o Memorise a password or other code as soon as possible or disguise any password that is recorded so that others will not be able to decipher it or make a reasonable attempt to prevent unauthorised access to the password, including keeping the password record in a securely locked container or password protected device or computer.
- o Destroy or delete passwords or other code notifications as soon as possible after receiving them.
- o Take precautions when accessing your Account when you arrive at the CoVESTA Website and never let anyone watch you enter your password or other code. Check the location of mirrors, security cameras or any other means of observing a password or other code entry and then shield it from anyone.

16. We also advise you not to choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You should not disguise passwords so as to make your password obvious to another person. For example, you should not:

- o Reverse the order of your password.
- o Say a disguised number is your password.
- o Disguise your password as a telephone number.
- o Replace your password with letters (e.g. A=1, B=2, C=3).
- o Write numbers that contain the same sequence of numbers as your password.
- o Record it on a computer or electronic device where it can easily be retrieved.
- o Keep a record of it in close proximity to where it can be obtained with the access/retrieval method (unless you make a reasonable attempt to protect the security of your password).
- o Keep a written record of all passwords required to perform a transaction on one or more articles or devices liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of your password.

17. If you have any indication or suspicion your login details or other security features have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, you are advised to change your password and should contact **CoVESTA on 1300 134 412** or **admin@covesta.com.au** without delay. Even if you are confident that codes are secure you must tell us

as soon as you become aware of the loss or theft of an access/retrieval method or of any unauthorised access to your Account.

18. You must take all reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your Account. In case any of the e-mail addresses registered with your Account are compromised, you should contact **CoVESTA on 1300 134 412** or **admin@covesta.com.au** without delay and also contact your e-mail service provider.
19. Any message you receive that asks for your password, other than when logging into your Account, should be reported to us. If you are in doubt whether a request is genuine, you should contact **CoVESTA on 1300 134 412** or **admin@covesta.com.au**.
20. We shall not be liable for any loss arising from unauthorised access to your Account.

#### Contact

21. We may contact Members by e-mail or in other ways with information or notices regarding services including your Account. In order to receive notices and statements electronically you must provide us with your email address. It is your responsibility to regularly check the proper functioning of your e-mail account or other methods of communication that you have registered with your Account and to retrieve and read messages relating to your Account promptly. We shall not be liable for any loss arising out of your failure to do so.
22. You are required to check for incoming messages regularly. Emails may contain links to further communications on the CoVESTA Website. We will contact and communicate to you in English and will only accept communications made to us in English.
23. Any notice, request, demand or other communication may be sent to your postal or email address last notified to us and the notice, request, demand or other communication shall be taken to have been received by you:
  - o When sent by email, one hour after we have sent it.
  - o When sent by mail, three (3) business days after we have sent it;
  - o When delivered, on the day of delivery.
24. A notice, request, demand or other communication that you send to us will be acknowledged as having been received by us when we receive it.

#### Linked Websites

25. We may provide links to third party websites (**Linked Websites**). Those links are provided for convenience only and may not remain current or may not be

maintained. Unless otherwise notified on the CoVESTA Website, Linked Websites are not reviewed, controlled or examined by us in any way. We are not responsible for the content, privacy practices, availability, advertising, products or other materials on any such Linked Websites, or any links on the Linked Websites.

26. Except as otherwise expressly stated on the CoVESTA Website, we do not endorse, or associate with the Linked Websites. It is your sole responsibility to comply with the appropriate rules and guidelines, if any, applicable to the use of the Linked Websites.
27. In no event shall we or our affiliates be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of links to the Linked Websites, the Linked Websites themselves or the information or material accessed through the Linked Websites. You should direct any concerns to the relevant Linked Website's administrator. We reserve the right, in our sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Websites from the CoVESTA Website and/or introduce different features or links.

#### **Disclaimer**

28. We cannot accept responsibility for matters relating to the CoVESTA Website that are outside of our reasonable control.
29. All information provided by us, including on the CoVESTA Website, is provided in good faith, without any guarantees, conditions or warranties as to its accuracy.
30. CoVESTA products (**Blocks**) are issued by Guardian Securities Limited (ABN 47 106 187 731) (**Guardian Securities**). CoVESTA Pty Ltd (ABN 46 612 165 572) (**Manager**) is an authorised representative of Guardian Securities.
31. The advice provided in relation to CoVESTA including on the CoVESTA Website is general advice only and has been prepared without taking into account your objectives, financial situation and needs.
32. A Product Disclosure Statement (**PDS**) will be made available on the CoVESTA Website when the platform is launched for retail clients. Investors should consider the PDS (when available) in deciding whether to acquire, or continue to hold, a Block.
33. Wholesale investors wishing to acquire Blocks should have regard to the content of the materials on the CoVESTA Website.
34. Past performance is no indication of future performance.
35. Any forecasts are subject to change without notice.

36. Neither Guardian Securities nor the Manager guarantee any income or return of capital.

37. We reserve the right to update this information at any time.

#### **Limitation of liability**

38. Certain non-excludable statutory warranties under consumer protection laws will be implied for the benefit of consumers. Nothing in these Terms and Conditions is intended to exclude or restrict the application of such laws but we do not give any guarantee or warranties or make any representation of any kind, express or implied, with respect to use of CoVESTA and the CoVESTA Website outside these laws.

39. Subject to claims available under consumer protection laws:

- o We are not liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including specific, indirect, consequential, economic or any other kind of loss) however caused, even if foreseeable, and which is suffered directly or indirectly in connection with the use of or inability to use CoVESTA or the CoVESTA Website.
- o We are not liable for disruptions to CoVESTA or the CoVESTA Website.
- o We are not liable to you or anyone else if interference with or damage to your computer systems, equipment, programs, data or other proprietary material occurs in connection with the use of CoVESTA, the CoVESTA Website, a Linked Website or other external platform. You must take your own precautions to ensure that whatever you select for use from CoVESTA, the CoVESTA Website, a Linked Website or other external platform is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

40. If we breach any non-excludable statutory warranties you may be entitled to compensation. When you are not a consumer under consumer protection laws our liability for loss or damage is limited to re-supplying the service to you or paying the costs of having the service re-supplied to you. When you are a consumer under consumer protection laws our liability is limited in this way only to the extent permitted by those laws.

41. We accept no liability for any failure to comply with these Terms and Conditions where such failure is due to circumstances beyond our reasonable control.

#### **Viruses hacking and other offences**

42. You must not misuse CoVESTA, including the CoVESTA Website, by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the CoVESTA Website, the server on which the

CoVESTA Website is stored on any server, computer or database connected to the CoVESTA Website. If you engage in such conduct, your right to use CoVESTA and the CoVESTA Website will cease immediately.

### **Intellectual property rights**

43. The material relating to CoVESTA, including promotional materials and the CoVESTA Website, is protected by copyright. You may use the material relating to CoVESTA, including as available on the CoVESTA Website, only for your personal and non-commercial purposes. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on the CoVESTA Website, or create any other material using material on the CoVESTA Website, without obtaining the prior written consent of the Manager.
44. Our trademarks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining the prior written consent of the Manager.
45. CoVESTA and the products, technology and processes relating to CoVESTA, including those contained on the CoVESTA Website, may be the subject of other intellectual property rights owned by the Manager or by third parties. No license is granted in respect of those intellectual property rights other than as set out in these Terms and Conditions. Your use of CoVESTA and the CoVESTA Website must not in any way infringe the intellectual property rights of any person.
46. When you post or transmit material on the CoVESTA Website, you assign all intellectual property rights that subsist in such material to us, which we may then assign to a third party. To the extent necessary, you consent to any acts by us or our licensees or assignees that may infringe your moral rights in the material that you create (for example, we may not always be able to identify you as the author of the material that you create).

### **Cookies**

47. Platform analytics measurement software is used to assist in tracking traffic patterns to and from the CoVESTA Website to survey users of the sites.
48. Cookies are small pieces of text stored on your computer to help us determine the type of browser and settings you are using, where you have been on the CoVESTA Website, when you return to the CoVESTA Website, where you came from, and to ensure your information is secure. The purpose of this information is to provide you with a more relevant and effective experience on the CoVESTA Website, including presenting web pages according to your needs or preferences.

49. We may also use external service providers to track the traffic and usage on the CoVESTA Website. Cookies are frequently used on many platforms on the internet and you can choose if and how a cookie will be accepted by changing your preferences and options in your browser. You may not be able to access some parts of the CoVESTA Website if you choose to disable the cookie acceptance in your browser, particularly the secure parts of the CoVESTA Website. We therefore recommend you enable cookie acceptance to benefit from all the services on the CoVESTA Website.

### **Digital wallet terms**

50. We may, from time to time, create a digital wallet for Members. The digital wallet is accessible through a Member's Account.
51. A digital wallet is an arrangement between the Member and the Manager under which the Manager holds Member funds, and any money that a Member receives as a distribution or from the sale of Blocks, on trust for a Member. A Member can use the money in their digital wallet to purchase Blocks or withdraw the money into a Member's nominated personal bank account.
52. Digital wallet means the account opened and maintained by the Manager on behalf of each Member through which Members are able to deposit funds to acquire Blocks and receive funds in connection with Blocks, including distributions and the proceeds of a disposal of Blocks.
53. By accepting these Terms and Conditions, a Member authorises the Manager to withdraw from the Member's digital wallet all funds required to settle an acquisition or disposal of Blocks by the Member. This includes fees and such other amounts as CoVESTA determines to be appropriate to debit the Member's digital wallet in relation to dealing with Blocks and any other amounts payable by a Member to Guardian Securities or the Manager in accordance with the relevant constituent documents.
54. CoVESTA may determine that a Member must hold a minimum amount in their digital wallet from time to time.

### **Your digital wallet**

55. The funds in your digital wallet belong to you. No person other than the digital wallet holder has any rights in relation to the funds held in your digital wallet. However, we may withdraw amounts from the digital wallet where authorised by you.

### **The risks involved**

56. You should be aware of risks such as the possibility of unauthorised transactions on your digital wallet. Please refer to 'Protecting your username and password' in these Terms and Conditions for more information.
57. CoVESTA is dependent on the reliability of its operational processes and those of its technology and telecommunications partners in respect of computers, computer networks and telecommunications. Disruptions to these processes may result in the digital wallet and services being unavailable from time to time. There is a risk that you may not be able to access your digital wallet or make transactions through a service which is reliant on computer and/or telecommunications systems.
58. While CoVESTA allows you to transact simply using your electronic equipment and login details, because of that simplicity, it also poses special risks, including:
- o If someone else has your passwords or codes, they can transact on your Account as if they were you. You may be liable for such transactions (refer to 'Limitation of liability' for details).
  - o You should ignore any emails that appear to come from us that require you to input your passwords or codes. We will never send such email requests. These emails may come from third parties seeking to use the information to access your Account.
  - o You should also be careful about using services, which offer to interface with CoVESTA or other means of electronic banking on your behalf. For example, you may be led to believe that you are inputting your passwords or codes into the CoVESTA Website, while in fact the disclosure is being made to a third party hosting a hoax platform.
  - o Your access to the CoVESTA Website may be suspended if we detect or suspect unusual activity which may be the result of malware or a computer virus, ID takeover or phishing. CoVESTA reserves the right to withhold access to the digital wallet and services where we continue to detect malware or a computer virus, or you refuse to follow our recommendations provided to you to assist with the removal of malware and/or computer viruses from your computer.

#### **Maintaining your digital wallet**

59. Transferred funds, distributions, payments and withdrawals are all displayed in your online transactions history together with the fees charged. Each transaction is given a unique transaction ID and shown in the transaction history. You should quote this transaction ID when communicating with us

about a particular transaction. You should check your digital wallet balance and transaction history regularly.

60. You should report any irregularities or clarify any questions you have as soon as possible by contacting the Manager on 1300 134 412, or [admin@covesta.com.au](mailto:admin@covesta.com.au)
61. Any cash held in a Member's digital wallet that is not, at any time, invested in a CoVESTA trust will be held by Guardian Securities (or its duly appointed agent) on trust for the Member. Any interest earned on such moneys held by Guardian Securities (or its duly appointed agent) on trust for the Member will be retained by Guardian Securities, subject to the proper performance by Guardian Securities of its duties in respect of the platform.

### **Receiving funds**

62. When you receive funds into your digital wallet, you will receive an electronic notification either in your Account or to your nominated e-mail address depending on the type of income it is. You should regularly reconcile incoming payments with your own records.
63. By accepting these Terms and Conditions, a Member authorises CoVESTA to deposit into the Member's digital wallet all funds required to settle an acquisition or disposal of Blocks by the Member. This includes fees and such other amounts as CoVESTA determines to be appropriate to credit the Member's digital wallet in relation to dealing with Blocks and any other amounts payable to a Member by Guardian Securities in accordance with relevant constituent documents.

### **Prohibitions**

64. You must not use your digital wallet for any illegal purpose including, but not limited to, fraud, money laundering and counter-terrorism financing. We will report any suspicious activity to the relevant law enforcement agency.
65. If you directly or indirectly conduct or attempt to conduct any transaction in violation of the prohibitions contained in this section, or we are prohibited by law from providing services to you, without the necessary approval, we reserve the right to take any of the following steps:
  - o Reverse the transaction.
  - o Close or suspend your digital wallet.
  - o Report the transaction to the relevant law enforcement agency.
  - o Claim damages from you.

### **Withdrawing funds**

66. To withdraw funds, a Member must login to their Account and place a withdrawal request. The withdrawn funds will be paid into the bank account nominated by the Member.

### **Closing your digital wallet**

67. You may close your digital wallet by selling all your Blocks and withdrawing all the funds in your digital wallet and deactivating your Account.

### **Fees and other costs**

68. Please review the CoVESTA Website to understand the fees and other costs you may be charged.

69. You should read all the information about fees and costs because it is important to understand their impact on your investment.

### **Unauthorised payments**

70. In case of an unauthorised payment or a payment that was incorrectly executed due to an error by us, we shall at your request refund the payment amount including all fees deducted. This shall not apply where the unauthorised payment arises from your failure to keep the personalised security features of your digital wallet safe, in which case you shall remain liable for the transaction and you release and discharge us from liability in this regard.

71. We take all reasonable steps to ensure that our electronic equipment functions properly. However, failures may occur and this has an impact on liability. We shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely. We shall not be liable for any indirect or consequential losses, including but not limited to loss of profit, loss of business and loss of reputation. If CoVESTA or the CoVESTA Website does not accept your instructions we are not liable to you. In the event of a malfunction of the CoVESTA Website or equipment, our liability is limited to correcting any errors and refunding any fees or charges imposed on you.

72. We are not liable if you can't make a transaction because the CoVESTA Website did any of the following:

- o Did not recognise your username or password for any reason other than faulty electronic equipment.
- o Did not work because of your deliberate or negligent act.
- o Was not used according to these Terms and Conditions or any other terms in place between you and us.

73. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from the underlying commercial transaction between you and another customer.

### **Suspension**

74. We may suspend your digital wallet at any time if the following has occurred:

- o We reasonably believe that your digital wallet has been compromised or for other security reasons.
- o We reasonably suspect your digital wallet to have been used or is being used without your authorisation or fraudulently.
- o We reasonably believe you have breached any condition of these Terms and Conditions or any other terms in place between you and us.
- o We have reason to believe you are in violation of any law or regulation (whether local or foreign) that is applicable to your use of our services.
- o We have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.
- o We shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you.
- o If we exercise our rights to suspend your digital wallet, you must pay any losses, costs or expenses that we incur in relation to any such action

### **Consent to disclosure to credit reporting agency**

75. As a part of verification processes for the purpose of complying with the *Anti-money Laundering and Counter-terrorism Financing Act 2006* (Cth) (**AML/CTF Act**) and associated rules and regulations, we may need to disclose your full name, residential address and date of birth to a service provider acting as our agent, who may provide such information to a credit reporting agency for the purpose of providing an assessment of whether this identification information matches (in whole or in part) personal information held by the credit reporting agency.

76. Where applicable, the credit reporting agency may compare your details with personal information held by the agency (being the names, residential address and dates of birth of other individuals) for the purposes of making this assessment.

77. Any assessment prepared by a credit reporting agency will be provided to the Manager, or its agent, for the sole purpose of verifying your identity. If the Manager, or its agent, is unable to verify your identity using information held

by a credit reporting agency, or some other means of verification, the Manager will provide you with a notice to this effect and (if applicable) the name of the credit reporting agency and give you the opportunity to contact the agency to update your information.

78. Records of the verification request will be made by the Manager, or its agent, and the credit reporting agency and retained for 7 years from the date of the request and for 7 years after the Manager ceases to provide services to you. You can request access to your records.
79. By clicking the checkbox confirming you have read and accept these Terms and Conditions, you provide your express consent to the Manager disclosing your personal information to a credit reporting agency for the purposes of the AML/CTF Act.
80. You have the right to let us know by email at [admin@covesta.com.au](mailto:admin@covesta.com.au) if you do not want us to disclose your personal information to a credit reporting agency for this purpose and opt for an alternative means of verifying your identity for the purposes of the AML/CTF Act.

#### **Applicable laws**

81. These Terms and Conditions are governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with these Terms and Conditions.
82. All dealings between you and us are subject to the Corporations Act 2001 (Cth) and the AML/CTF Act.
83. In the event that you appear to be a Proscribed Person, we will not be responsible for any loss, liability or costs incurred by you where we are unable to receive or act on your instructions.

#### **Your commitments**

84. You warrant, if you are a company incorporated or registered in Australia, that we are able to rely on the Australian Securities and Investments Commission company search of you as being up to date and correct at all times.
85. You agree to notify us either via email or through a facility provided by us of changes in information that are relevant to any dealing or proposed dealing. Information which is relevant to any dealing includes your:

- o name;
- o postal address;

- o contact phone number, facsimile number and email address;
- o bank account details; and
- o authorised representatives and particulars of that authorised representative as set out in the items above.

86. You acknowledge and agree:

- o that if you or another person who has gained access to your Member rights appear to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you or to any other Proscribed Person or entity; or terminate these arrangements with you. We will be under no liability to you if we do any or all of these things. Our rights under this section are in addition to all other rights we may have under relevant laws; and
- o that if we exercise the rights set out above, you must pay us any damages, losses, costs or expenses that we incur in relation to any action taken, including without limitation administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting our obligations under these Terms and Conditions.
- o You acknowledge that as soon as you become aware of an error or omission relating to your participation in CoVESTA (including in relation to services, your Account and your digital wallet), you must notify us of such error or omission and you are responsible for taking necessary action to mitigate further loss. See 'Contact Information' for our contact details. You acknowledge that time is of the essence in dealings with us.

87. "Proscribed Person" means a person who appears to us either:

- o appears to us to be in breach of the laws of any jurisdiction relating to anti-money laundering or counter-terrorism financing;
- o appears in a list of persons with whom dealings are proscribed by the government or regulatory authority of any jurisdiction; or
- o acts on behalf, or for the benefit of, a person listed in bullet point 1 or 2 of this definition.

### **Severance**

If any part of any of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these Terms and Conditions will continue to apply as if the void or unenforceable part had never existed.

### **Contact information**

88. These Terms and Conditions are publicly available on the CoVESTA Website at [www.covesta.com.au](http://www.covesta.com.au).

89. If you have any concerns about material that appears on the CoVESTA Website, please contact us in accordance with the details set out below.

Phone: 1300 142 412

Email: [admin@covesta.com.au](mailto:admin@covesta.com.au)