



Guide to Australian OTC Transactions Subscription Form

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3. **Access to the Website** - An Organisation must nominate the IP address(es) through which it will access the Website. AFMA will log the IP address(es) as belonging to the Organisation and the Organisation is responsible for all access and use of the Website through the IP address(es). It is the Organisation's responsibility to advise AFMA of any variation or addition to the IP address(es).
4. **Term of access** - The initial term of the license granted by these Terms and Conditions and is from the date you indicate agreement to these Terms and Conditions until the 31st day of December of the same calendar year. Each subsequent term of the license granted by these Terms and Conditions is for a twelve (12) month period commencing on the start date of each calendar year and ending on the end date of the that calendar year. The license will automatically renew at the conclusion of each license period unless written notice is received by AFMA not less than 30 days prior to start date of any calendar year.
5. **Trademarks** - All names, logos and trademarks which appear at the Website (**Trademarks**) are the property of AFMA or any third parties who may have contributed to the Website. Nothing on the Website should be interpreted as granting any rights to use or distribute any Trademarks, without the express written agreement of AFMA or the relevant contributor. Nothing displayed on the Website should be construed as granting any licence or right to use any Trademark without the express permission of AFMA, or the relevant third party contributor. AFMA retains all interest including without limitation any goodwill, which arises as a result of the display of the Trademarks at the Website.
6. **Contributor** - The content of this Website, including all information such as text, graphics, images and other material (**Material**), belongs to AFMA or any third party provider who may have contributed to the website content and is protected by Australian and international copyright law. The Organisation may make such copies of the Material as are strictly necessary for the non-commercial, internal corporate use of the Materials by the Organisation. AFMA consents to the Organisation using the Materials for the preparation of agreements with respect to transactions of the types contemplated in the Materials. This includes the Organisation being allowed to incorporate clauses suggested in the Materials into contracts they prepare for themselves or their clients. However, AFMA does not consent to you or the Organisation making available to third parties any of the clauses suggested in the Materials for any other purpose or any part of the Materials comprising commentary for any purpose.
7. **Intellectual Property** - The Organisation must notify AFMA immediately if it becomes aware of use of the Website which that is or may be infringing the intellectual property rights in the Website.
8. **Privacy** - AFMA uses the personal information the Organisation provides to it for the purpose of making this Website available to the Organisation and/or providing the Organisation with additional information. The Organisation warrants that it has the authority and consents necessary to enable the disclosure of that information to AFMA and AFMA's use of that information in accordance with these terms. Personal information will not be released to a third party without the Organisation's consent or as required by law. We may use the Organisation's personal information for market research, but such information is to be used in such a way that the Organisation and the personnel representing the Organisation are not identifiable. We will not sell or licence the Organisation's information to a third party.
9. **No Representations** - Neither AFMA nor any third party who contributes to the Website makes any representations about the currency, accuracy, reliability, completeness or quality of the Material. The Material may



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contain inaccuracies or typographical errors. The use of the Website and the Material is at the Organisation's own risk. Changes are periodically made to the Website and may be made at any time. Any links to third party sites included within the Website are provided for general information purposes only. AFMA is not endorsing or otherwise responsible for the accuracy, content or availability of the linked site.

10. **No Warranties** - The Website and Material are provided on an "as is" basis without any warranties of any kind. AFMA and third parties who provide content for inclusion in the Website, to the fullest extent permitted by law, disclaim all warranties. The *Trade Practices Act 1974 (Cth)* and all corresponding state and territory legislation implies terms, conditions and warranties into some contracts for the supply of goods and services and prohibits the exclusion, restriction and modification of such terms (**Prescribed Terms**). Except as provided by the Prescribed Terms, all warranties express or implied by law in any way relating to access to, or non access to, the Website or the use of or reliance upon the Website or the Materials are excluded. In addition, AFMA and third parties who provide content for inclusion in the Website do not warrant that the Website will operate error free or that this Website and their servers are free of computer viruses and other harmful data, code, components or other material. Nor do AFMA and third parties who provide content for inclusion in the Website warrant that it will be able to prevent any illegal, harmful or inappropriate use, modification or alteration of the Website, or will give notice of such use, modification or alteration. If the Organisation's use of the Website or the Material results in the need for servicing or replacing equipment or data, neither AFMA nor third parties who provide content for inclusion in the Website are not responsible for those costs.
11. **Limitation of Liability** - Except as provided by the Prescribed Terms, AFMA, its suppliers, or any third parties mentioned on the Website shall not be liable for any loss or damage whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages) resulting from the use or access of or inability to use and access the Website and the Material.
12. **Indemnity** - The Organisation indemnifies AFMA against all losses and liabilities incurred by AFMA, and all legal costs (on a solicitor and own client or party to party, whichever is the greater) and other expenses incurred by AFMA in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal) arising directly or indirectly as a result of or in connection with the Organisation's material breach of any Terms and Conditions.
13. **Fees** - The Organisation must pay the Licence Fee at the rate as specified by AFMA. For any subsequent terms the Licence Fee shall be at the rate notified by AFMA to the Organisation not less than 60 days prior to the end of the Initial Term or any subsequent renewal thereof.
14. **Governing Law** - The Terms and Conditions are governed by and construed in accordance with the laws of New South Wales, Australia. The Organisation irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and the New South Wales District Registry of the Federal Court of Australia.
15. **Termination With Cause** - Without limiting clause 4, either party may terminate this agreement immediately: (a) where the other party breaches these Terms and Conditions and fails to rectify that breach within 14 days of receipt of notice requesting such rectification; or, (b) in the event that the other party suffers an insolvency or similar event.
16. **Consequences of Termination** - On termination of this agreement: (a) regardless of the cause of termination, the Organisation must immediately cease accessing and using the Website. The Organisation may only use the Materials and copies of the Materials which the Organisation has already created in accordance with these Terms and Conditions to the extent necessary for the Organisation to complete its obligations to third parties, existing as at the date of termination. Otherwise, the Organisation must use all reasonable measures to destroy and cease using the Materials; or, (b) in the event of termination by the Organisation under clause 15, AFMA will refund a proportion of the Licence Fees received by AFMA from the Organisation for the then current term proportionate the number of days remaining in the term from the date of termination having regard to the total Licence Fees received by AFMA for that term.
17. **Assignment** - Either party may assign or novate their rights under these Terms and Conditions with the prior



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written consent of the other party, which consent may not be unreasonably withheld.

18. **Miscellaneous** - If any provision of the Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms and Conditions which will continue in full force and effect. All rights not expressly granted are reserved.

PRICE SCHEDULE

Price

The Guide to OTC Documents (**Guide to OTC Documents**) is priced on a tiered basis, depending on the size of the organisation's front office (measured in terms of dealing personnel) and whether or not the organisation is a member of AFMA. This is the same method that is used to determine the annual AFMA membership fee.

Availability will be by licence to use over a twelve (12) month period commencing on the start date of each calendar year and ending on the end date of the same calendar year refer Clause 4 of the Terms & Conditions.

Pricing structure for the licence to use the Guide to OTC Documents may be obtained from AFMA by calling + 61 2 9776 7955 or email otcguide@afma.com.au

The licence includes:

- Access to and use of the Guide to OTC Documents;
- The Guide to OTC Documents in electronic form;
- Help desk facility to assist with understanding any issues covered;
- Information relating to updates or additions which are soon to be included in the Guide to OTC Documents; and
- All relevant updates and additions to the Guide to the OTC Documents during the term of the licence.

FOR FURTHER INFORMATION CONTACT:

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