

Terms and Conditions of Use

This site is provided by OPIS Capital Limited (OCL). OPIS Capital is the Responsible Entity for Premium Equity Fund and the Dynamic Equity Fund (the "Funds"). OPIS Capital holds Australian financial services licence 229316. Access to this site is on the following terms and conditions. Please contact us if you have any questions on (03) 9602 3199 or 1800 442 129.

By accessing this site, you acknowledge and agree that:

- 1.** This site, including all its materials, features and functionality is provided to you by OPIS Capital Limited for general informational purposes only. No consideration has been given by OPIS Capital Limited to your specific investment objectives, financial situation or particular needs in relation to the contents and material presented on this site;
- 2.** Nothing contained within this site will be construed as or constitute a solicitation or an offer to buy or sell any securities or related financial instruments. Prior to investing in any financial instrument described or mentioned within this site you should conduct your own inquiries and contact your specific financial, taxation and legal adviser(s);
- 3.** The Funds detailed within this site are offered pursuant to a Product Disclosure Statement (PDS) which is available in electronic format in this site. To invest in the Funds you must ensure that you read the PDS completely and only apply by completing the application form found in the PDS;
- 4.** You will not download, disseminate or distribute (in any format whatsoever whether written, electronic or orally) in whole or in part any contents or publications contained within this site, except reports which you generate through this site for purely personal usage. Market data and indices displayed on this site may only be used for personal purposes;
- 5.** This site is constantly changing and whilst OPIS Capital will take all reasonable steps to ensure that the materials and information contained within this site are current, accurate and complete, OPIS Capital and any content provider will not be liable to you or any third party for the materials and information contained within this site. Furthermore, OPIS Capital may provide links to third party websites or provide material produced by third parties on this site. OPIS Capital and any content provider will use material provided by third parties whom it believes to be reliable but expressly disclaims all liability in relation to these materials;
- 6.** Whilst all due care is taken, OPIS Capital and any content provider cannot guarantee that this website will be free from any faults, errors or defects;
- 7.** To the extent permitted by law, OPIS Capital and its, directors and employees as well as any content provider will not be liable to you or any third party (whether in tort, contract or otherwise) for any loss, damage, costs, claims or expenses ("Loss") howsoever incurred, including negligence and where the Loss may be foreseen by OPIS Capital. Furthermore you acknowledge and agree that you will release and forever discharge OPIS Capital and its, directors and employees as well as any content provider from any claims, suits, demands or proceedings which you may bring against OPIS Capital its directors or employees or a particular content provider in any forum in connection with the provision to you of this site;

8. To the extent permitted by law, all warranties, conditions and representations about this site and anything found herein are excluded. If a term is implied by law into these conditions, our liability for breach of such a term will be limited, at our option, to the supply of the services again and/or the payment of the cost of having the services supplied again;

9. You will indemnify and hold harmless OPIS Capital its directors, employees and agents and any content provider ("Indemnified Party") against any loss and expenses incurred by the Indemnified Party arising from your use of this site in breach of these terms and conditions and any loss and expenses incurred by the Indemnified Party as a result of you providing a third party with unauthorised access to this site, whether intentionally or not;

10. You will use this site in accordance with these Terms and Conditions and will not use this site in any manner to breach any laws, infringe anyone's rights or do anything which might harass, threaten or offend anyone including taking all reasonable steps to ensure that you do not transmit any virus, bug, or disabling feature to this site;

11. All Intellectual Property Rights (including, but not limited to, trademarks, copyright, patents, trade secrets, domain names, service marks and design marks) contained within this site are owned by OPIS Capital, except for any Intellectual Property Rights in the displayed indices and/or market data which are owned by the relevant stock exchange or market data vendor with whose permission OPIS Capital displays this information. You will not do anything that may in any way infringe or impede upon our ownership or use of our Intellectual Property Rights;

12. OPIS Capital may at any time and without notice to you suspend, terminate or withdraw any features, material or information contained on this site, including but not limited to, terminating your entire access to this site or your access to any portion of this site. Furthermore you acknowledge that a website's security and access cannot be guaranteed and that whilst all care will be taken, OPIS Capital will not be responsible for any time for which you are unable to access this site for whatever reason or any illegal access;

13. OPIS Capital can change the site and these terms at any time. If any term change is significant we will draw your attention to the change. Continued use after this will constitute acceptance of the change;

14. You have read the OPIS Capital [Privacy Policy](#) which is available on this website and agree to be bound to the terms and conditions contained within this Policy;

15. If any provision of this agreement is held to be invalid, illegal, or unenforceable, that provision will be deemed to be severed from this agreement to the extent of that invalidity, illegality, or unenforceability;

16. No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party will constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this agreement or otherwise;

17. These terms and conditions are governed by the law in force in the State of Victoria, Australia.

OPIS Capital Limited ABN 220 928 720 56, AFS Licence No. 229316 OPIS Capital Premium Equity Fund ARSN 098 644 976, ABN 49 988 968 336, Capital Dynamic Equity Fund ARSN 098 644 681, ABN 70 806 812 061 Important legal & regulatory information - please read the [Terms and Conditions of Use](#) and [Privacy Policy](#). Products and services in this website may not be available for residents of certain nations. Please consult the sales restrictions relating to the service in question for further information.

Level 33, 360 Collins Street, Melbourne Victoria Australia 3000 PO Box 572, Collins Street West Melbourne Victoria
Australia 8007 Telephone +61 3 9602 3199 Facsimile +61 3 9642 0066 ABN 22 092 872 056

Level 33, 360 Collins Street, Melbourne Victoria Australia 3000 PO Box 572, Collins Street West Melbourne Victoria
Australia 8007 Telephone +61 3 9602 3199 Facsimile +61 3 9642 0066 ABN 22 092 872 056