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North Online Terms and Conditions

#	T&C
1	General
1.1	AMP is the issuer of the Financial Products.
1.2	NMMT collects data in relation to Clients on behalf of AMP and is responsible for operating North Online.
1.3	You are an Authorised Representative who is permitted to access North Online for the purposes of facilitating an application by your Client for the issue of Financial Products by AMP to your Clients, facilitating transactions in relation to the Financial Products held by your Client and for you to access the Content.
1.4	This Agreement forms a binding agreement between NMMT and you in respect of your access and use of North Online.
1.5	An Application Form that is completed and submitted via North Online in accordance with this Agreement will constitute an application by your Client to acquire Financial Products directly from AMP.
1.6	The terms and conditions relating to the issue of the Financial Product are contained in the Disclosure Document for that Financial Product and are not governed by this Agreement.
1.7	By indicating your acceptance of this Agreement at the end of these terms and conditions, you agree to be bound by this Agreement.
1.8	If you are registering as, or for, a corporate entity, you agree that you have the authority to bind that entity to this Agreement.
2	Access
2.1	We agree to allow you to access North Online on the terms and conditions set out in this Agreement and for the purposes of:
(a)	facilitating an application for Financial Products by receiving, completing and submitting an Application Form for your Client; and
(b)	facilitating a Transaction in respect of the Financial Products held by your Client by completing a Transaction Confirmation Document; and
(c)	accessing the Content, via North Online.
2.2	Access to North Online is only available to residents of Australia and, unless expressly stated otherwise, does not constitute an offer or solicitation for the purchase of Financial Products.
3	Applications for Financial Products and Transaction Requests in relation to Financial Products
3.1	You may only facilitate an application for Financial Products via North Online for a Client:
(a)	on the basis of a properly completed Application Form;
(b)	in accordance with the terms and conditions of your Licensee; and
(c)	in accordance with an appropriate Authority from that Client to make the relevant application via North Online.
3.2	You agree for each and every application for Financial Products you make on behalf of a Client via North Online:
(a)	to the best of your knowledge all information provided by you in relation to that Client, including but not limited to that contained in a completed Application Form, is true, accurate, current and complete;
(b)	upon lodgement of an Application Form via North Online you will ensure that the Client signs the Application Form by either printing the form and obtaining a physical signature, or sending to the Client through an Approved Electronic Signature Service and receiving back the electronically signed Application Form and Certificate of Completion;
(c)	you will keep and maintain a copy of the signed Application Form, and Certificate of Completion where an electronic signature has been used, as part of your records for that Client;

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(d)	the copy of the signed Application Form (and Certificate of Completion for those Application Forms that are signed digitally) remains the property of AMP and that you will hold the signed Application Form (and Certificate of Completion if applicable) on behalf of AMP and will produce it to AMP or NMMT on request within a reasonable time period specified by AMP or NMMT;
(e)	at all times you will keep and maintain appropriate evidence of, and information about, the Authority from your Client in relation to the application for Financial Products and will produce such evidence and information to AMP or NMMT on request within a reasonable time specified by AMP or NMMT;
(f)	the application for Financial Products will only be made on behalf of your Client via North Online in accordance with the terms of the Authority provided to you by the Client, as well as in accordance with these Terms & Conditions; and
(g)	you will provide your Client with the relevant Disclosure Documents in their complete form prior to applying for Financial Products on their behalf via North Online.
3.3	You may only facilitate a Transaction or make a Transaction Request in relation to Financial Products via North Online for a Client:
(a)	in accordance with an appropriate Authority from that Client to proceed with the Transaction or make the Transaction Request via North Online; and
(b)	in accordance with the terms and conditions provided by your Licensee;
3.4	You agree for each and every Transaction and Transaction Request you lodge via North Online for a Client that:
(a)	to the best of your knowledge all information provided by you in relation to that Client, including that contained in, but not limited to, a Transaction Request and Transaction Confirmation Document is true, accurate, current and complete;
(b)	you will keep and maintain appropriate evidence of, and information about, the Authority from your Client in relation to the Transaction and Transaction Request and will produce such evidence and information to AMP or NMMT on request within a reasonable time specified by AMP or NMMT; and
(c)	the Transaction and Transaction Request will only be made on behalf of your Client via North Online in accordance with the terms of the Authority provided to you by the Client.
3.5	For the avoidance of doubt, any document or information required to be kept and maintained by you under this clause 3 may be kept and maintained in electronic form only.
4	Login Details
4.1	You are responsible for maintaining the secrecy and confidentiality of your Login Details and any other means of identification required for you to access North Online, including any additional Login Details that may be issued to you from time to time.
4.2	You agree not to record your Login Details in the same place or in a manner in which their confidentiality could be compromised.
4.3	If you become aware or suspect that:
(a)	your Login Details (or any part of them) have been lost, stolen or misused;
(b)	any person has obtained knowledge of your Login Details;
(c)	any person is accessing North Online without your authorisation; or
(d)	the security of your Login has otherwise been compromised, you agree that you will immediately:
(e)	notify us by telephone; and
(f)	change your password.
4.4	You are responsible for any Transaction carried out on, and authorise us to act on, any Transaction Request given by any person having accessed North Online with your Login Details.

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4.5	You accept full responsibility and indemnify us for any expenses, loss, damage, costs, demands or liabilities incurred by us directly or indirectly, out of or in connection with, the use, including (without limitation) any improper or unauthorised use of your Login Details.
4.6	You must only access North Online for legitimate and lawful purposes and in accordance with any instructions or directions posted to you or on North Online from time to time.
4.7	You acknowledge that we may withdraw or restrict your access to North Online at any time and can withdraw or restrict your access if a Client instructs us to do so.
4.8	2-Factor Authentication (2FA)
(a)	2FA is a security process in which you provide two different authentication factors to verify your identity. North Online require you to use 2FA for accessing North Online. By using North Online, you consent to receiving 2FA authentication codes through your mobile phone. You acknowledge and agree that North Online may use your mobile phone to verify your identity.
(b)	You are responsible for maintaining the security of your mobile phone. If you change your mobile phone number, you must inform us immediately to update your contact details.
(c)	You acknowledge that:
(i)	You are solely responsible for any message charges or rates (including any global roaming charges where you access North Online overseas) which may apply under your agreement with your provider of mobile communication services ("Mobile Service Provider");
(ii)	The provision of mobile communication services are outside of NMMT or our Related Entities' control and we are not responsible or liable for those charges or issues arising from your mobile communication services; and
(iii)	Where another person is liable to pay the charges which apply under your agreement with your Mobile Service Provider, you acknowledge and agree you have obtained their consent to your access and use of those services.
(d)	North Online or our Related Entities are not liable for any of the following: Failure of delivery of any content via SMS any delays in transmission of SMS and/or any service or other changes implemented by your Mobile Service Provider impacting the receipt or sending of SMS.
5	Delegation
5.1	You may only delegate access to North Online to a Representative or Authorised Representative on condition that:
(a)	you ensure that the Representative and Authorised Representative will comply with the terms and conditions of this Agreement; and
(b)	the Representative and Authorised Representative are authorised to make the Application or Transaction Request on behalf of a Client under the Authority provided to you by the Client;
5.2	Where you have delegated access to North Online to a Representative or Authorised Representative in accordance with clause 5.1, you agree that:
(a)	you are responsible for the activities on or via North Online undertaken by the Representative or Authorised Representative;
(b)	you indemnify us against any fraudulent activity performed by that Representative or Authorised Representative;
(c)	you will provide a copy of this Agreement to the Representative or Authorised Representative prior to their accessing and using North Online on your behalf;
(d)	you will ensure that the Representative or Authorised Representative is provided with and maintains the strictest confidentiality of your Login Details in accordance with these terms and conditions;
(e)	you will inform us if you have revoked or cancelled the authority of the Representative or Authorised Representative;

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(f)	you will ensure that the Representative or Authorised Representative conducts themselves as if they were a party to this Agreement; and
(g)	by delegating access to North Online to a Authorised Representative or Representative, your obligations under this Agreement are in no way affected or mitigated.
6	Variation
6.1	We may, at our sole discretion, vary or modify this Agreement without notice. Any subsequent access to, or use of, North Online by you will constitute an acceptance of those modifications.
6.2	You agree that any instructions for using or accessing North Online provided to you or posted on North Online from time to time form part of the Agreement.
6.3	We will advise you electronically of any material changes to this Agreement or to any Financial Products.
7	Disclaimer
7.1	Any Content available on North Online, including (without limitation) any tools, calculators, articles and information about the Financial Products is of a general nature only. It does not take into account the investment objectives, particular needs or financial situations of any individuals. The Content does not purport to provide financial or investment advice or make any recommendations. The Content should not be relied upon as the basis of an investment decision or as a substitute for the application of your own knowledge, skill and judgment in fulfilling any obligations that you may have to your Clients or potential clients.
7.2	Unless expressly stated otherwise, the fact that the Content is accessible through North Online:
(a)	is not a recommendation by NMMT or AMP of the merits, or a guarantee of the performance, of any Financial Product; and
(b)	is not intended to be a representation that persons will be issued Financial Products or otherwise be able to acquire Financial Product as a result of applying for such Financial Products via North Online.
7.3	You agree that all interactions with AMP in relation to Financial Products will be via North Online unless we specifically advise you otherwise.
7.4	You agree that where we are, or AMP is, required, by law or otherwise, to provide you with a document or notice, you consent to the provision of that document or notice via electronic means and/or through links provided on North Online. We suggest that any such document be printed or electronically stored for future reference.
7.5	You are responsible for any advice or service you provide to Clients, including making your own inquiries and ensuring that the advice and/or service is appropriate and in accordance with all legal requirements. You must not attribute any advice or service to AMP or NMMT, or in any way imply that AMP or NMMT is the author of any part of that advice or service.
7.6	Any report generated using the functionalities provided by us on North Online is solely for the use of the Client the report relates to and must not be provided to any other person or entity without the express written consent of NMMT or the Client.
7.7	You agree to exclude any sensitive or confidential information relating to the Client(s) or any other third party in the feedback or commentary section of any report. You agree to protect your client's Personal Information in line with current Australian privacy legislation, including the Australian Privacy Principles. NMMT isn't liable for any loss or damage in connection to any feedback or commentary you include in any report or exported file that has been generated using the functionalities provided on North Online.
8	No express warranty
8.1	Neither NMMT nor AMP makes any warranty that the use or operation of North Online, the Content or any aspect of North Online will be uninterrupted or error-free or that North Online, or any of its functions are suitable for any particular purpose or have any performance, functionality or security features except as required by law.

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9	Limitation of liability
9.1	Where any Act, law or statute implies in this Agreement any term, condition or warranty and that Act, law or statute avoids or prohibits a contract excluding or modifying the application of or exercise of or liability under such term, condition or warranty, such term, condition or warranty will be deemed to be included in this Agreement. However, the liability of NMMT or AMP for any breach of such term, condition or warranty will be limited, at the option of NMMT or AMP (as the case may be), to:
(a)	if the breach relates to good
(i)	the replacement of the goods or the supply of the equivalent goods;
(ii)	the payment of the cost of replacing the goods or of acquiring equivalent goods; or
(b)	if the breach relates to services:
(i)	the supply of the services; or
(ii)	the payment of the cost of having the services supplied again.
10	Privacy
10.1	You agree:
(a)	that we may handle your Personal Information and that of your Clients in accordance with our privacy policy as amended from time to time;
(b)	to only delegate access to North Online in accordance with your legal obligations, including your obligations under the Privacy Act 1988 (Cth).
11	AML/CTF requirements
11.1	You warrant that:
(a)	at all times you will comply with your obligations as a Reporting Entity under the AML/CTF Requirements;
(b)	when providing a Designated Service in respect of Financial Products issued by us, you will collect, verify and store the relevant customer information in accordance with an appropriate customer identification procedure as required by the AML/CTF Requirements and in accordance with Australian industry guidance or standards (which includes the IFSA/FPA Industry Guidance Note No. 24 or any other guidance we may notify from time to time is an appropriate customer identification procedure).
11.2	In respect of any information or records made or collected in satisfying your obligations in 11.1 (b) above, you:
(a)	agree to retain and continue to retain all the information and records for at least seven years following the cessation of your relationship with us;
(b)	agree to comply with any request by us to provide us with originals, copies of, or access to (whichever we request), any or all of the information or records, irrespective of whether or not we have previously made a request in respect of the information or records;
(c)	agree to notify us as soon as practicable or within 14 days of becoming aware of any event affecting or likely to affect the retention of the information or records, including the ability to access the information or records or the integrity of the information or the information or records;
(d)	where required, agree to allow us, on the provision of reasonable notice, to conduct on-site visits to your premises, for the purpose of accessing or assessing the information, records or your customer identification procedure; and
(e)	agree that in the event of any enquiry from or investigation by any regulators or law enforcement agencies you will assist us, and/or provide any information or records to us, the regulators or law agencies, to satisfy any enquiry they may have or investigation they may conduct.

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11.3	You agree to promptly notify us if you become aware that:
(a)	you may dispose, or someone may take possession, of the whole or any part of your assets, operations or business other than in the ordinary course of business;
(b)	you may cease to carry on business;
(c)	you may cease to be able to pay your debts as they become due;
(d)	any step may be taken to enter into any arrangement between you and your creditors;
(e)	any step may be taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of your assets, operations or business; or
(f)	where you are a corporation or partnership, any step may be taken or has occurred to dissolve or deregister you.
11.4	You agree, to the extent that you are not prohibited from doing so, to notify us of any action taken by AUSTRAC or any of its authorised officers in relation to your compliance with the AML/CTF Requirements.
11.5	You acknowledge that to enable us to meet our obligations under the AML/CTF Requirements, we may:
(a)	delay, block or refuse transactions where we have reasonable grounds to believe that these transactions may breach Australian law or the law of any other country; and
(b)	from time to time, require additional information from you to assist us in meeting our obligations as required by the AML/CTF Requirements; and
(c)	disclose the information gathered by us to regulatory and/or law enforcement agencies in accordance with AML / CTF Requirements.
11.6	You agree that you must not initiate, engage in or effect a transaction that may be in breach of Australian law or the law of another country including (but not limited to) the AML/CTF Requirements.
11.7	You agree that the obligations in this Clause 11 survive termination (for whatever reason) of this agreement.
12	Jurisdiction
12.1	This Agreement is governed and construed in accordance with the laws of Victoria, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria.
13	Definitions
	In this Agreement:
	Account Details means any information relating to your Client’s Financial Product which includes, but is not limited to, your Client’s name, address, contact details, bank account details, asset allocation details, beneficiary details, portfolio details and regular savings plan details.
	AFSL means an Australian Financial Services Licence.
	Agreement means this online user agreement.
	AML/CTF Requirements means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, associated subordinate legislation and relevant regulatory guidance or instruments.
	AMP means AMP Limited and any of its subsidiary companies or related bodies corporate including NMMT Limited, N.M. Superannuation Proprietary Limited and NMFM Limited (Related Entities).
	Application Form means an application form that is available via North Online relating to the issue of Financial Products by AMP to your Client.
	Approved Electronic Signature Service means the approved software providers (as outlined on North Online) that provide e-signature services.
	AUSTRAC means the Australian Transaction Reports and Analysis Centre and its successors.

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Authority means any verbal or written instruction from the Client that authorises You, or a person acting on your behalf, to make Applications and Transaction Requests via North Online in relation to a Financial Products on behalf of the client, including but not limited to any direction given by the client under a Power of Attorney or authorised as part of a Statement of Advice or Record of Advice.

Authorised Representative means a person who is an authorised representative of a Licensee pursuant to section 916A or section 916B of the Corporations Act who is permitted to access North Online.

Certificate of Completion means the certificate provided by one of the Approved Electronic Signature Services which offers detailed information related to a signer's digital identity and document activity.

Client means a wholesale or retail client, as defined under the Corporations Act.

Content means any information and material provided on North Online which is made available by us, including information associated with Financial Products.

Corporations Act means the Corporations Act 2001(Cth) and the regulations made under that legislation, as modified.

Designated Service has the same meaning as in Section 5 of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006(Cth)

Disclosure Document includes, but is not limited to, Product Disclosure Statements and/or IDPS guides as those concepts are defined under the Corporations Act and/or any regulatory instruments issued pursuant to the Corporations Act from time to time.

Financial Product means a financial product, as defined under the Corporations Act that is issued by AMP under a relevant Disclosure Document.

Licensee means a holder of an AFSL who is permitted to access North Online.

Login Details means the username and password we will provide you with in order to access North Online.

NMMT, "us" or "we" means NMMT Limited ABN 42 058 835 573, AFSL 234653.

North Online means the website facility operated by NMMT through which a Licensee or Authorised Representative may facilitate an application for or Transaction in relation to Financial Products and access the Content.

Personal Information is as defined in the Privacy Act 1988.

Regulator includes, but is not limited to, the Australian Securities and Investments Commission, the Australian Prudential Regulatory Authority, the Australian Taxation Office, AUSTRAC and/or any state, territory or federal Police force.

Representative means a representative of a Licensee or an Authorised Representative within the meaning in section 910A of the Corporations Act.

Transaction means any transaction conducted via North Online by you in relation to Financial Products held by your client and includes changes, or additions, to your Client's Account Details.

Transaction Request includes any application or notification made by you via North online to request a Transaction.

Transaction Confirmation Document means any document produced via North Online and stored in the Client Filing Cabinet as confirmation that a Transaction has been submitted by You on behalf of a Client via North Online and has been authorised by that Client under an appropriate Authority.

You or Your means a Licensee or an Authorised Representative who is a party to this Agreement.

Declaration

I declare that, to the best of my knowledge, the answers provided in this document are true and correct.

Signature

Full name

Date