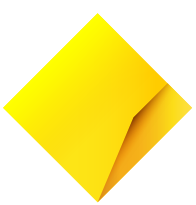
Everyday Investing

Terms & Conditions

Effective Date: 27th May 2026



These Terms and Conditions are issued by Commonwealth Bank of Australia
ABN 48 123 123 124, AFSL 234945

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1. Definitions

In these Terms and Conditions, references to "you" mean the individual Everyday Investing Account holder. References to "us", "we" or "our" mean the Commonwealth Bank of Australia ("**CommBank**"). References to the "**Group**" mean the Commonwealth Bank of Australia and its subsidiaries.

References to "**Access Fee**" have the meaning ascribed in section 5.

References to "**business day**" mean a day on which banks are open for business in Sydney.

References to "**Electronic Banking**" have the meaning ascribed in the CommBank Electronic Banking Terms and Conditions.

References to "**Everyday Investing**" mean to invest in Units in the Funds and related activities such as making withdrawals, receiving distributions or changing a Linked CommBank Account.

References to your "Everyday Investing Account" mean the records we maintain, such as in relation to your:

- application for and acquisition of Units;
- holding of Units; and
- transactions in respect of your Units, such as withdrawals and distributions (if applicable).

For the avoidance of doubt, we do not provide unit registry services for the Funds. We maintain your Everyday Investing Account to facilitate your Everyday Investing.

Your Everyday Investing Account is not a deposit product with the Group or any other kind of financial product.

References to your "**Linked CommBank Account**" mean your nominated CommBank account (where the requirements set out in Section 3.2 ('Eligibility') are met) which is used to facilitate your investment in Units, receive Fund related payments such as withdrawals and distributions (if applicable) and to pay the Access Fee.

References to "**Units**" mean units in one or more of:

- Colonial First State Investment Fund 299 ARSN 679 078 267 (known as the Everyday Investing Conservative Fund);
- Colonial First State Investment Fund 215 ARSN 669 608 397 (known as the Everyday Investing Balanced Fund);
- Colonial First State Investment Fund 216 ARSN 669 608 155 (known as the Everyday Investing Growth Fund); or
- Colonial First State Investment Fund 217 ARSN 669 608 342 (known as the Everyday Investing High Growth Fund)

(each a "Fund" and together the "**Funds**") in respect to which:

- Colonial First State Investments Limited ("**CFS**") acts as responsible entity;
- we act as distributor; and
- Commonwealth Private Limited ("**CPL**"), our wholly owned subsidiary, acts as investment manager.

References to the "**PDS**" mean the Everyday Investing Product Disclosure Statement issued by CFS in respect of the Funds, as updated, replaced or supplemented from time to time.

Units will be issued to you directly by CFS and not by us. In its capacity as responsible entity of the Funds, CFS will provide you with various Fund documents, including transaction confirmations, periodic and exit statements and Fund financial statements through the CommBank app, Netbank, email, or by post (as applicable). We are not responsible for the Fund documents provided by CFS or their contents.

2. Customer Information & Privacy

We are subject to the Australian Privacy Principles under the *Privacy Act 1988 (Cth)* as amended from time to time, to the extent they are relevant to these Terms and Conditions.

You acknowledge that you have read this privacy collection notice. Neither this privacy collection notice nor our Group Privacy Statement form part of any contract you have with us.

2.1 Group Privacy Statement

You may visit **commbank.com.au/privacy** for our Group Privacy Statement or ask for a copy at any branch.

You acknowledge that you have reviewed and understood the Group Privacy Statement which contains further details about our information collection and handling practices including information about:

- other ways and reasons we may collect, use or exchange your information;
- how to access your information and correct it if it's wrong;
- how to make a privacy-related complaint (including about our compliance with the Australian Privacy Principles) and how we'll deal with it; and
- information on how we process any personal data you provide to us that is covered by the General Data Protection Regulation ("**GDPR**") and your rights under GDPR.

Sometimes we update our Group Privacy Statement. You can always find the most up-to-date version on our website.

2.2 What information we collect

We collect information about you (such as your name, address and contact details), and information about your interactions with us, such as in relation to your Everyday Investing Account. We may also collect publicly available information about you.

2.3 Why we collect your information and what we use it for

We must obtain and collect your information, or use your information we already hold, to create and maintain your Everyday Investing Account, provide information and marketing material and satisfy certain legislative and regulatory requirements including identifying you in accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and to comply with taxation laws, such as the *Taxation Administration Act 1953 (Cth)* and the *Income Tax Assessment Act 1936 (Cth)*.

We also collect your information to administer our customer relationships and internal processes including risk management and pricing, under our arrangements with government agencies, to tell you about offers and other matters in relation to Everyday Investing and to identify and tell you about other offers, products and services that may interest you (unless you tell us not to).

You must give us accurate and complete information. If you change your personal details (e.g. address, name or email address) you must notify us immediately. We will not be responsible if your email provider classifies our communications as "junk mail" and you are accountable for taking action to rectify this.

2.4 Who we can share your information with

We may share your information with other members of the Group who may use your information for any of the purposes we can.

We may also share your information with others outside the Group, for example:

- CFS (the responsible entity of the Funds) and its group members, and any subcontractors or service providers engaged by CFS in accordance with the agreements between us and CFS. CFS's privacy policy can be found at **cfs.com.au/privacy**;
- your representatives, advisers, brokers and agents, and their service providers;
- people who have authority for your account, such as an attorney under a Power of Attorney ("**POA**") or Financial Manager pursuant to a Financial Management Order ("**FMO**");
- our service providers and those who refer business to us;
- regulatory and government authorities; and
- platform providers, issuers of financial products, other financial institutions, and other bodies (for example, if you do not perform your obligations under a Unit transaction).

Sometimes it may be necessary to send your information overseas - for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf or where this is required by laws and regulations in Australia or in another country. Refer to the Group Privacy Statement for more information.

We may be subject to laws or regulations in Australia or another country that affect your relationship with us (e.g. laws that address taxation). So that we may comply with our obligations under these laws or regulations, we may:

- require you to provide information about you or your Everyday Investing Account or Units; and
- disclose any information we are required to concerning you (including sending your information overseas).

2.5 How to contact us about privacy concerns or complaints

If you wish to contact us about a privacy concern, please call **1800 805 605** or submit your enquiry in writing to the address in our Group Privacy Statement and we will aim to resolve your query at your first point of contact with us.

If you have a complaint that relates to your Units in the Funds (including Funds-related complaints relating to investment returns or unit prices) or the information that is in the PDS or Target Market Determination(s) that are issued by CFS, please contact CFS by emailing **membercare@cfs.com.au**.

If your complaint relates to the digital access to Everyday Investing (including access to and transacting on the CommBank app), administrative changes to your Everyday Investing Account, Everyday Investing content on the CommBank app or any other complaints, please contact CommBank by calling **1800 805 605**.

If you remain dissatisfied with the outcome, you may lodge your complaint to the Australian Financial Complaints Authority (**AFCA**) or the Office of the Australian Information Commissioner (**OAIC**). AFCA provides consumers with fair, free and independent dispute resolution for financial complaints. The OAIC deals with complaints about your privacy or how we handled your personal information.

3. General Terms, eligibility, your commitments and instructions

3.1 General

These Terms and Conditions apply to all dealings and arrangements between you and us in relation to:

- your Everyday Investing Account;
- your Units;
- the "**CommBank app**" (insofar as the dealings and arrangements made through the CommBank app and your Linked CommBank Account relate to Everyday Investing and are not otherwise covered by the CommBank app Terms and Conditions ("**CommBank app T&Cs**")); and
- any other aspect of Everyday Investing (including interactions between your Everyday Investing Account, your Linked CommBank Account and your use of the CommBank app).

This includes access to content and selected features available through the CommBank app, telephone and email relating to Everyday Investing.

The CommBank app is an application provided by us.

You acknowledge that you have read and agree to be bound by these Terms and Conditions.

These Terms and Conditions do not apply to dealings and arrangements between you and CFS as responsible entity for the Funds and issuer of Units. You acknowledge that your relationship with CFS in connection with Everyday Investing are governed by the PDS, the relevant Fund constitution and any other relevant agreement between you and CFS. When you provide us with an email address, you authorise us to dispatch electronic communications to your email address in respect of Everyday Investing (excluding information provided directly by CFS as noted above). It is your responsibility to ensure that your email address is operational and available for receipt of electronic communications issued by us.

To access Everyday Investing, you are required to use other CBA services and products, such as the CommBank app and your Linked CommBank Account. These are governed under separate terms and conditions, such as the CommBank Electronic Banking Terms and Conditions (**"Electronic Banking T&Cs"**), the Commonwealth Private Bank Account Terms and Conditions (**"CommBank PBA T&Cs"**), the CommBank Transaction, Savings and Investment Account Terms and Conditions (**"TSIA T&Cs"**) and the CommBank app T&Cs. Depending on the nature of your Everyday Investing activities, some or all of these terms and conditions will apply to those activities. To the extent of any inconsistency between these Terms and Conditions and any other applicable CBA terms and conditions in relation to Everyday Investing and/or an Everyday Investing Account, these Terms and Conditions prevail.

3.2 Eligibility and access

To be eligible to open an Everyday Investing Account, you must:

- be aged 18 years or over;
- be in Australia and have an Australian residential address;
- be an existing customer of ours with an eligible Linked CommBank Account that meets the requirements set out in Section 3.3 ('Requirement to hold a Linked CommBank Account') below;
- have access to and use the CommBank app;
- have met identification and verification requirements; and
- provide all information reasonably required by us from time to time.

In order to assist in directing distribution towards the target market for whom the Funds have been designed, we may apply certain criteria and restrict distribution of the Funds (including additional investments into the Funds) to customers who, when assessed, may not meet these criteria. Some examples may include where customers are in an agreed financial hardship arrangement with CommBank, have an overdue payment on their CommBank account (e.g. credit card, StepPay, personal loan and home loan) or are overlimit on their credit card.

If you no longer meet one or more eligibility criteria outlined above after the establishment of your Everyday Investing Account, you may not be able to access Everyday Investing or invest in or withdraw Units.

You may not be able to open an Everyday Investing Account or access certain features of Everyday Investing including the ability to invest in a Fund, or in any fund added to the suite of Everyday Investing funds, if you do not have the latest version of the CommBank app. If this occurs and you already have an Everyday Investing Account, you will still be able to withdraw Units.

3.3 Requirement to hold a Linked CommBank Account

To access Everyday Investing, you must hold an eligible Linked CommBank Account that can be used for the purposes of facilitating your investments in Units and to receive Fund payments such as withdrawals or distributions (if applicable). An Access Fee may also be charged to this account (see Section 5 ('Fees') below for further information).

- The eligible Linked CommBank Accounts are:
  - Smart Access;
  - Complete Access;

  - Everyday Offset;
  - Commonwealth Direct Investment Account; and
  - Commonwealth Private Bank Account.
- In certain circumstances, if you have switched, or you are switched, from one of the eligible Linked CommBank Accounts into an ineligible CommBank account that has the same BSB and account number ("**Switched Account**"), you will no longer be able to invest into the Funds. However, withdrawals from the Funds into the Switched Account will still be permitted.
- You can only hold one Everyday Investing Account at any time and you can only link one Linked CommBank Account for the purpose of Everyday Investing at any time.
- An Everyday Investing Account cannot be opened if your eligible Linked CommBank Account:
  - is not active;
  - has stops placed on the account; or
  - is a joint account with more than one authorised signatory.
- You acknowledge that:
  - you will need to have a Linked CommBank Account linked to your Everyday Investing Account to both invest and withdraw your Units through the CommBank app;
  - you will not be able to make further investments (except for distribution reinvestments) if you have a Switched Account linked to your Everyday Investing Account, however you will be able to withdraw through the CommBank app (subject to the availability of withdrawals as determined by CFS according to Fund documentation and its other dealings and arrangements with you);
  - if you cannot link another Linked CommBank Account or Switched Account to your Everyday Investing Account, you will need to contact CBA if you wish to withdraw all your Units;
  - you must at all times have access to the CommBank app to maintain an Everyday Investing Account; and
  - except where we otherwise permit or require, you agree that you will use the CommBank app for all transactions in respect of your Everyday Investing Account.

3.4 Delivering services

The services we provide in relation to Everyday Investing are providing and maintaining your Everyday Investing Account and arranging for you to access Everyday Investing. An Access Fee may be charged for providing these services (see Section 5 ('Fees') below).

All services will be delivered electronically, either through the CommBank app, NetBank, SMS or email (with some limited exceptions for tailored customer solutions or communications that may be delivered by post). If by email, the email address you provided in Netbank will be used for this purpose. Please refer to Section 8 ('Notices') for further detail on how we may communicate with you in relation to Everyday Investing and your Everyday Investing Account.

3.5 Your commitments

You agree that at all times during your dealings with us in relation to your Everyday Investing Account that you will be in a position to meet all your commitments and obligations arising from such activities.

You acknowledge that we do not give personalised advice or make personalised recommendations and that it is therefore your responsibility, before investing or withdrawing Units, to assess and evaluate the proposed transaction in light of your financial situation, investment objectives and particular needs.

You acknowledge that if you become aware of an error or omission in your request to invest or withdraw Units, you are responsible for taking necessary action to correct your error or omission (for example, by placing a subsequent request to withdraw or invest).

You should consider obtaining advice from a financial adviser before making any investment or financial decisions.

Except in relation to your own personal information, you understand that you are not permitted to copy, reproduce, duplicate or use any content on your Everyday Investing Account. You are not permitted to distribute, sell, reproduce or publish any aspect of our website or any materials provided by us.

3.6 Your instructions

We are not obliged to accept any application or instruction in respect of your Everyday Investing Account, nor are we obliged to provide you with reasons for refusing your application or instruction. If we consider it is in our reasonable interest to do so, we may decline to act on your behalf in relation to any particular Everyday Investing dealings, without explanation or advance notice. Additionally, we may decline to act on your behalf:

- where you do not meet the criteria set out in Section 3.2 ('Eligibility and access') above;
- where your instruction is not allowed under the terms of the PDS, relevant Fund constitution or any other agreement between you and CFS in connection with Everyday Investing;
- where we believe the instructions are ambiguous, incomplete or unclear; or
- in respect of any recurring application to acquire Units as part of an instruction to set up a recurring investment ("**Recurring Investment**"):
  - which is to take effect after your Everyday Investing Account has been closed;
  - where you no longer meet the eligibility criteria to invest in the relevant Fund for that application; or
  - where there is an insufficient balance in your Linked CommBank Account to meet your instructions for that application.

We are entitled to assume that any instruction received by us through your Everyday Investing Account originates from you and that such instruction is a valid instruction. We are not obliged to inquire into the validity of any such instruction received.

An instruction to set up a Recurring Investment is valid for a maximum of 12 months from the start date and may be cancelled earlier in our absolute discretion, including if you no longer meet one or more eligibility criteria outlined in Section 3.2 or if your Everyday Investing Account has been closed. You may set up a maximum of five Recurring Investments at any one time.

If you want to lodge a POA or an FMO in respect of your Everyday Investing Account, you must lodge it with both CommBank and with CFS. For lodgement with CommBank, please visit **commbank.com.au/authorities**. For lodgement with CFS, you should call CFS on **13 13 36** or visit their website at **cfs.com.au**.

You acknowledge that there may be delays in acting on your behalf where we have a reasonable basis for doing so. For example, if we in our absolute discretion create a tailored solution or 'work-around' to address a particular requirement that may need to be met.

3.7 Transaction request types we accept

You acknowledge that you can provide the following types of transaction requests to us by using the CommBank app:

- an application to acquire Units;
- a request to withdraw Units;
- an instruction to set up a Recurring Investment; or
- other transaction requests (such as transfers and switching to and from distribution reinvestment), when and if these features are made available by CBA or CFS.

You acknowledge that we will make all reasonable attempts to arrange as quickly as possible for your instructions to be actioned by CFS in accordance with the terms in the PDS. However, should delays be experienced due to:

- our or CFS's (or our or CFS's group members) verification or authorisation processes;
- adherence to internal procedures by us or CFS (or our or CFS's group members);
- processing delays or other delays caused by CFS or other parties; or
- matters outside our control,

we will not be liable for any claims for lost opportunity or other losses resulting from the delay. We take all reasonable steps to ensure that our electronic equipment and systems function properly during its usual operating hours. However, failures may occur and this can affect transaction requests made or attempted using such equipment or systems, including requests to withdraw or invest in Units. In such circumstances, our liability is limited to providing the relevant service again or paying the cost of providing the relevant service again, and we have no liability for any indirect, special or consequential loss.

4. Accuracy of information

You warrant that all information provided by you, including in respect of your Linked CommBank Account and any information you enter into the CommBank app, is accurate, complete, correct and is not misleading, 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.

5. Fees

You agree to the fees and charges outlined in these Terms and Conditions associated with Everyday Investing. The Access Fee is a monthly $2 fee and will be charged where the total balance in your Everyday Investing Account is $1,000 or more. The balance will be assessed on the last calendar day of the month and charged within the first 7 business days of the following month. The Access Fee will only be charged from the second month following the establishment of an Everyday Investing Account.

You authorise us to debit the Access Fee from your Linked CommBank Account as charged in accordance with this section, Section 5 ('Fees'). Please be aware that if this debit transaction exceeds the available funds in your Linked CommBank Account (i.e. causes the available funds in your Linked CommBank Account to fall below zero, being a negative balance), then you may be overdrawn on your Linked CommBank Account, and fees and/or interest may be charged (if applicable for your Linked CommBank Account). Please refer to the TSIA T&Cs at **CommBank.com.au/TSIA** or the CommBank PBA T&Cs at **CommBank.com.au/privatebankaccount**.

You should consider the potential tax implications of the Access Fee to you. We are unable to provide tax advice about your specific circumstances and recommend that you seek independent tax advice if you are uncertain as to what the tax treatment of the Access Fee is for you.

You agree that we may waive or vary any existing fees or charges (including for a specified period only) or introduce new fees or charges. Where there is an increase or new fee or charge, we will provide you with at least 30 days' written notice as outlined in Section 7 ('Variation of terms'). The failure by us to charge any fee or charge does not constitute a waiver of that fee or charge in the future.

Please refer to the PDS for information about fees charged by CFS as the responsible entity and by service providers engaged by CFS.

6. Authorisations

When you open an Everyday Investing Account, you authorise us to provide your name, date of birth, occupation, tax residency, contact details and the BSB and account number of your Linked CommBank Account to CFS.

When you provide us with an instruction, you authorise us to provide instruction on your behalf to CFS through the Bulk Electronic Clearing System.

Where you've agreed on the CommBank app to share your tax file number ("**TFN**") or exemption information with CFS, you acknowledge you have authorised us as your agent to share your TFN or exemption information with CFS. You understand that your TFN or exemption information will only be used by us or CFS for a purpose authorised by tax, personal assistance or superannuation law, and that more detailed information about how your TFN or exemption information may be used is contained in the information issued by CFS, understanding that declining to quote your TFN or exemption information is not an offence. If you authorise us to share your TFN or exemption information with CFS, it will help you to pay the correct tax on any income earned from your investments and avoid your income being subject to a withholding tax.

7. Variation of terms

We may from time to time vary these Terms and Conditions to:

- add, change or remove any concessions or benefits;
- adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or ombudsman service regulator;
- accommodate changes in the needs or requirements of our customers, such as new product features or services;
- correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;
- bring us into line with our competitors, industry or market practice or best practice in Australia or overseas; or
- reflect changes in technology or our processes including our computer systems.

Each of the changes listed above is a separate right and this clause is to be read as if such change was a separately expressed right.

Without limiting our rights listed above, acting reasonably and to protect our legitimate interests, we may from time to time vary any of the Terms and Conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events).

If we vary these Terms and Conditions, the changes will apply to all dealings between you and us on and from the day on which the variation takes effect and your continued use of your Everyday Investing Account or use of your Linked CommBank Account for Everyday Investing is an acceptance of the variation.

Where we amend these Terms and Conditions, we will give you notice as soon as reasonably possible. If the change is unfavourable to you, we will give you not less than thirty (30) days' notice.

We may make a variation without prior notice where such variation is necessary to restore or maintain the security of our systems or any accounts.

Also, we may use our Interactive Voice Response facility to notify you of change(s), and provide information about where you can access full details of the change(s). Interactive Voice Response facility is an automated phone system technology which provides access to information via a voice response system of prerecorded messages.

8. Notice

By holding an Everyday Investing Account with us, you consent to receiving any notice, request, demand, variation, advice, documents, information or other communication (collectively referred to as "notice" in these Terms and Conditions) from us by:

- publishing the notice on the CommBank app, CommBank website or NetBank and letting you know that it is ready to view by sending:
  - an email to an address you have given us for contacting you;
  - an SMS to a mobile phone number you have given us for contacting you;
  - a notification from the CommBank app or NetBank; or
  - in certain circumstances a letter by post, for example if we have been unable to send your notification electronically;
- email to an email address you have given us for contacting you;
- SMS to a mobile phone number you have given us for contacting you;
- electronic message to any other electronic address you have given us for contacting you;
- advertising in the national or local media; or
- any other means agreed with you.

Subject to the requirements to notify us of any changes in information relevant to your Everyday Investing Account, any notice, request, demand or other communication that you send to us must be via the CommBank app, or by calling **13 2221**.

9. Closure

Subject to our other rights under these Terms and Conditions and the completion of any outstanding obligations (except in relation to any outstanding instruction for Recurring Investments that is to take effect after closure), your Everyday Investing Account may be closed by us where it would be reasonably necessary to protect our legitimate interests.

We will close your Everyday Investing Account unless otherwise agreed:

- by giving reasonable notice to you; or
- without prior notice to you, if:
  - you permanently cease to have access to the CommBank app (e.g. where your Electronic Banking facility is terminated);
  - there is a withdrawal of the total balance from your Everyday Investing Account (including where you exercise your Fund cooling off rights); or
  - you have opened an Everyday Investing Account and not made an investment in any of the Funds 12 months after opening your account.

Where we close your Everyday Investing Account, we will act fairly and reasonably towards you.

If we terminate your access to Everyday Investing, the offboarding process described in the PDS for the relevant Fund will apply.

If we are informed of your death, we will notify CFS and your Units will be dealt with in accordance with the relevant Fund constitution.

10. Liability

Our liability under these Terms and Conditions is subject to any applicable contrary provisions in the *Australian Securities and Investments Commission Act 2001 (Cth)* and *Competition and Consumer Act 2010 (Cth)*.

Please refer to clause 15 of the Electronic Banking T&Cs ('Liability for transactions') regarding your liability for unauthorised transactions.

11. Indemnity

In addition to any other indemnities contained in these Terms and Conditions, and unless caused by our (or our agents') fraud, negligence or wilful misconduct, you agree to indemnify and hold us, the Group and our directors, officers, agents, representatives and employees harmless against any actions, claims, expenses, liabilities and losses (including without limitation legal costs on a solicitor and client basis) suffered or incurred by us directly or indirectly as a result of:

- us undertaking or relaying your instructions in respect of any dealings in Units, which cause us to materially breach any laws or regulations;
- any material breach of these Terms and Conditions by you;
- your use of any Third Party Information in violation of these Terms and Conditions; or
- any material breach of your representations and warranties set out in these Terms and Conditions.

Each indemnity in these Terms and Conditions is a continuing obligation, which is independent of and separate from your other obligations, and survives termination of these Terms and Conditions.

12. Third party information

You acknowledge that there may be information or data on Everyday Investing in the CommBank app which is supplied by a third party service provider which is not associated or affiliated with the Group ("**Third Party Information**"). You acknowledge that Third Party Information is for informative purposes only and does not in any way constitute our personalised advice or personalised recommendations.

13. Taxation

Everyday Investing activities may have tax consequences. In addition to carefully reading the PDS, you should consult your accountant or tax adviser before making an investment decision in relation to Everyday Investing. CommBank will not be liable for any negative impact on your tax situation as a result of these tax consequences. You are responsible for the taxation consequences of your investment decisions.

14. Important information and disclaimers

These Terms and Conditions govern your relationship with CommBank for Everyday Investing through your Everyday Investing Account. Everyday Investing is also governed by the PDS and the Fund constitutions.

CPL acts as investment manager for each of the Funds and receives a fee from CFS (paid from the Funds) for performing that role.

CommBank indirectly holds a minority shareholding in CFS.

The Group does not guarantee or in any way stand behind the performance of or the repayment of capital in relation to any investments made through your Everyday Investing Account.

Investment in Units made through your Everyday Investing Account do not represent deposits or other liabilities of us or the Group, and are subject to investment risk, including possible delays in repayment, and loss of income and capital invested.

These Terms and Conditions do not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make that offer. The distribution of these Terms and Conditions outside of Australia may be restricted by relevant laws of the places where they are received. If you are coming into possession of these Terms and Conditions (or any other offer document related to the Everyday Investing offer) in jurisdictions outside of Australia, you should seek legal advice and may observe restrictions under applicable laws.

Your rights in respect of Units, and any benefits produced by investing in Units, are enforceable against CFS as responsible entity of the Funds. They are not enforceable against us or CPL.

You should read and assess the features, benefits and risks associated with investing in Units and consider their appropriateness to meet your personal financial circumstances before you decide to invest in Units.

You are responsible for your own investment decisions, including whether to acquire, hold, or dispose of any investment product. If you consider you need assistance with understanding the taxation or legal consequences of investing in Units, we recommend you seek specific assistance on these aspects.

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