



Shareholder Online Portal

Terms and Conditions

Accessible via:

<https://www.sharesoftware.com/ShareholderOnline>



1. Terms of use

Central Share Registry Limited (hereinafter referred to as “**the Company**”) offers this Shareholder Online Portal, including all information and services available from this Online Portal or offered as part of or in conjunction with this Shareholder Online Portal (hereinafter referred to as “**the Online Portal**”), to you, the user, conditioned upon your acceptance of all of the terms, conditions, policies and notices stated here (hereinafter referred to as “**Terms and Conditions**”). The Company reserves the right to make changes to these Terms and Conditions immediately by posting the changed Terms and Conditions in this location.

Your use and continued use of the Online Portal constitutes your agreement to the Terms and Conditions, and any changes to the Terms and Conditions made by the Company.

The term “**us**” or “**we**” refer to the Company as the owner of the Online Portal. The term “**you**” refers to the registered Shareholder or viewer of the Online Portal.

The use of this Online Portal is subject to the following terms of use:

- (a) You use the Online Portal at your own risk. The Online Portal is provided to you “**as is**,” without warranty of any kind either expressed or implied. Neither the Company nor its employees, agents, third-party information providers, merchants, licensors or the like warrant that the Online Portal or its operation will be accurate, reliable, uninterrupted or error-free. No agent or representative has the authority to create any warranty regarding the Online Portal on behalf of the Company. The Company reserves the right to change or discontinue at any time any aspect or feature of the Online Portal.
- (b) The Online Portal may contain information about the Company including business description, names of officers and details of our registry services. While every attempt is made to ensure this information is accurate, the accuracy of this information cannot be guaranteed and you should not rely on such information.

1.1 Exclusion of Liability

- (a) The content of the pages of the Online Portal is for your general information and use only. It is subject to change without notice.



- (b) Neither the Company nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Online Portal for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

1.2 Indemnification

- (a) Your use of any information or materials on the Online Portal is entirely at your own risk, for which the Company shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the Online Portal meet your specific requirements.
- (b) The Online Portal contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- (c) All trademarks reproduced on the Online Portal which are not the property of, or licensed to, the operator are acknowledged on the Online Portal.
- (d) Unauthorised use of the Online Portal may give rise to a claim for damages and/or be a criminal offence.
- (e) In using the Online Portal, you indemnify the Company and its directors, officers, employees and contractors from any loss or damages including without limitation direct or indirect, special, incidental or consequential damages and legal costs on a full indemnity basis arising from your breach of these terms and conditions.
- (f) From time to time the Online Portal may also include links to other Online Portals. These links are provided for your convenience to provide further information. They do not signify that we endorse the Online Portal(s). The Company have no responsibility for the content of the linked Online Portal(s).

1.3 Copyright

- (a) Except for material in the public domain under copyright law, all material contained on the Online Portal (including all software, HTML code, Java applets, and other code) is protected by Fiji and foreign copyright laws. Except as otherwise expressly provided in these Terms and Conditions, you may not copy, distribute, transmit, display, perform, reproduce, publish, license, modify, rewrite, create derivative works from, transfer, or sell any material contained on the Online Portal without the prior consent of the Company.
- (b) None of the material contained on the Online Portal may be reverse-engineered, disassembled, decompiled, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means (electronic, mechanical, photo reproduction, recordation or otherwise), resold or redistributed without the prior written consent of the Company.

1.4 Governing Law

These Terms and Conditions are governed by and enforced in accordance with the laws of the Republic of Fiji Islands. Any disputes arising from these Terms and Conditions or in connection with the use of the Online Portal are subject to the exclusive jurisdiction of the Courts of Fiji. The Online Portal may be accessed throughout Fiji and overseas. The Company makes no representation that the content on the Online Portal complies with the laws of any country outside Fiji. If you access the Online Portal from outside Fiji, you are responsible for ensuring that your access to, downloading of, use of or reliance on the content contained on the Online Portal is in compliance with all laws in the place in which you are located.

2. Privacy policy

This following statement sets forth the privacy policy of Central Share Registry Limited (**Company**) and its Online Portal.

- (a) The Company's aim is to both support and ensure that we comply with these principles. The Company believes that this Privacy Policy discloses the purpose, and how we will protect your personal information in accordance with the local privacy laws. These principles govern how the Company can collect, use, hold and



disclose your personal information, as well as ensuring the quality and security of your personal information.

(b) The Company provides a range of securities registry services to securities issuers (Issuers) including registering securities transfers, handling communications from Issuers to their security-holders, the payment of distributions or dividend payments, handling security-holder inquiries on behalf of Issuers and recording changes to security holdings. This privacy policy may be updated from time to time.

(c) **Personal information we collect**

The Company collects personal information about security holders, subscribers and each of their delegates that may include:

- Names, contact and residential and mailing address details;
- Phone numbers, mobile numbers and email addresses;
- Information from identification documents (for example, passport, driver's licence);
- Tax Identification Number;
- Date of birth and gender;
- Bank account details, shareholdings and details of investments;
- Personal information about your spouse and dependants; and
- IP address (when you use our Online Portal).

(d) **How personal information is collected**

The Company may collect your personal information about you through the following sources:

- In written form i.e. shareholder forms and/or written letters, emails sent by you or your representatives (for example: your advisers, accountant, broker etc.);



- Electronically i.e. by accessing our Online Portal by you or your representatives (for example: your advisers, accountant, broker etc.);
- Verbally;
- The issuer i.e. from the issuer of your security holding; and
- Any securities exchange.

The Company will take steps to ensure that personal information it holds is accurate, complete and up-to-date. If you consider that the information we hold about you is incorrect or needs an update in any way, please contact the Company so that your information can be brought up to date accordingly.

(e) Why the Company collects information

The Company collect personal information about you so that the Company can facilitate the efficient provision of the registry services. For example:

- Pay your dividends directly into a bank account provided by you;
- Send holding confirmations directly to you by the email provided by you;
- Provide important information about your security holding to your email or send important information to your mailing/registered address maintained by the Company;
- To inform you of the products and services offered by the issuers of your securities and services offered by the Company;
- To perform other registry functions such as system development, staff training, surveys and research;
- To prevent or investigate any fraud or crime (or suspected fraud or crime); and
- As required by law (for example, FRCS and FIU reporting).

(f) Disclosure of your information

Personal information is only disclosed in the course of providing our services. For example, personal information may be accessed by, or



disclosed to, the party on whose behalf we are acting as registry, mail houses, legal advisers, insurers, regulators and courts. In some situations the law may require the provision of information to an individual's spouse or former spouse.

The Company and its outsourced partners may use other providers to help maximise the quality and efficiency of our services and its business operations. This means that individuals and organisations outside of the Company and our outsource partners, such as mail houses, will sometimes have access to personal information held by us and may use it on our behalf. These providers are required to adhere to strict privacy guidelines and not to keep this information or use it for any unauthorised purposes. The Company accepts no responsibility for any breach of privacy by third parties.

The Company will only disclose your personal information to a third party to provide you with a service that you requested or the services offered by the issuer of securities.

Under the Company's internal policies, certain information about you as security holder must be included in the public register of the entity in which you hold securities and therefore this information will be disclosed and is in the public domain.

(g) Access & correction to information collected

Individuals will have access to their personal information collected via our Online Portal or directly from us and are able to notify us of any corrections which need to be made.

The Company will only grant access by an individual to personal information where the individual has given appropriate identification verification, which may be required in writing and subject to the terms and conditions of the use of the services of the Company. The Company reserves the right to impose charges for providing such access to information.

(h) Marketing and privacy

The Company may from time to time use or disclose your personal information to send you marketing material about particular products and services offered by us or our related bodies corporate. In addition, the Issuer of your security holding may choose to either send or authorise us on your behalf to send you marketing material or include such material in a corporate communication.



Marketing materials may be sent to you in various forms, including mail, SMS, facsimile and email. If you indicate a preference for a method of communication, we will endeavour to use that method whenever practical to do so.

If you would like to opt-out of receiving marketing material about the Company, any of our related bodies corporate or for any of your security holdings registered with the Company, please contact us on +679-330-4130.

(i) Security and storage of information

Where we store your information as a part of our services or to enable us to provide the services, we have developed security measures and implemented global standard operating procedures that cover the handling and storage of your information. These procedures are in turn localised to effectively ensure Fijian standards are adhered to. Internally we have developed a set of standards to ensure our policies and procedures meet or exceed industry and government legislative requirements.

In some cases you may be using services that involve digital storage of your information, whether it is in the form of cloud storage, or as a result of us carrying out scanning services. In these cases we use the following measures:

- Firewalls and access logging tools that protect against unauthorised access to your data and our network.
- Secure work environments and workflow systems that prevent unauthorised access and copying of your personal information.
- Secure server and closed network environments.
- Encryption of data.
- Virus scanning tools.
- Ongoing security reviews.

Personal information collected by the Company may be accessed by our officers, employees, agents and delegates. Personal information is stored in secure electronic databases and where applicable, on paper documents.



Any information on paper documents is stored for a period of time determined by law or as agreed with the issuer of your security holding.

The Company take all reasonable measures to protect personal information that we hold from unauthorised access, modification or disclosure. The Company will, where practicable, destroy or permanently de-identify personal information that is no longer needed.

The digital landscape is constantly changing, so while these measures have been successful to date, the nature of the medium means that they cannot be relied upon to always be effective. The Company will keep striving to maintain the security of your digital personal information.

(j) Visiting our Online Portal

When visiting this Online Portal, a record of your visit is logged and information is automatically recorded for statistical purposes to enable us to improve this site and our services. This information may identify you personally and the Company may track information about individuals and their visits.

(k) Links to other Online Portals

Sometimes our Online Portal may contain a link to third party Online Portals. The Company is not responsible for the content or material contained in, or obtained through, any third party Online Portal or for the privacy practices of the third party Online Portal. The Company suggests that you review the privacy policy of each Online Portal that you visit.

(l) How you can help protect your privacy

You can help protect your privacy by:

- Contacting us immediately when you change/update your contact details, such as your mailing/postal or registered address. If your security holding is broker sponsored, you need to contact that broker to update your registered name or address;



- Keeping your Security holder reference and/or Holder Identification Number confidential; and
- Keeping your login credentials such as username and password confidential.

(m) How to contact us about privacy

If you have any questions or complaints about this privacy policy, please contact us or write directly to:

The Compliance Officer
Central Share Registry Limited
Suva

(n) Complaint Resolution

If you wish to make a complaint to the Company about our handling of your personal information, please contact our Privacy Officer in writing as set out above.

Your access to and use of this site is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained on this page and elsewhere on the Company website ("**Terms and Conditions of Use**"). Your Access to the Online Portal constitutes your agreement to be bound by the Terms and Conditions of Use. The Company reserves the right to amend the Terms and Conditions of Use at any time and you should periodically refer to them on this page and elsewhere on the Online Portal.