



TERMS & CONDITIONS

Welcome to Bloom!

When we talk about “**Bloom**”, “**we**,” “**our**,” or “**us**” in these terms and conditions (**Terms**), we are referring to Bloom Impact Investing Services Pty Ltd ACN 651 965 098. When we talk about the “**Online Services**” in these Terms, we are referring to the Bloom mobile application available on the Apple iOS Store and the Google Play Store (**Bloom Impact Investing App**), our website at <https://www.bloom-impact.com> (**Website**) and any associated services we offer.

We’ve also used a few other capitalised words and phrases to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

Bloom is an authorised representative (Authorised Representative Number: 001294778) of the Australian Financial Services Licence (**AFSL**) holder, Cache Investment Management Pty Ltd (ACN 624 306 430 and AFSL 514 360). For more information, please refer to our Financial Services Guide available on our Website [bloom-impact.com](https://www.bloom-impact.com).

The Online Services allow you to:

- open a Bloom Investment Account online (**Bloom Investment Account**)
- verify your identity online
- add and withdraw funds to and from your Bloom Investment Account
- monitor the performance of your Bloom Investment Account

Please carefully read these Terms before using the Online Services or registering a Bloom Investment Account with us. If you don’t agree to these Terms, please don’t use the Online Services or register for a Bloom Investment Account.

Bloom may change these Terms, or the terms in our Product Disclosure Statement, Additional Information Document and Investment Options List, at any time by notifying you. Your continued use of the Online Services following such an update to these Terms or documents will represent an agreement by you to be bound by the Terms and documents as amended.

1. INTRODUCTION

- (a) These Terms set out the terms and conditions that apply when you use the Online Services.
- (b) By using the Online Services, registering or submitting an application for a Bloom Investment Account, or otherwise engaging with the content on the Online Services, you represent and warrant that you:
 - (i) agree to be bound by these Terms;
 - (ii) have read and agree to be bound by the terms of our Product Disclosure Statement, our Additional Information Document and our Financial Services Guide, as amended from time to time;
 - (iii) are at least 18 years old and have the legal capacity to enter into a binding legal agreement with us; and
 - (iv) are an Australian resident for tax purposes.
- (c) We may modify our Terms from time to time. If we do, we will post the updated terms and conditions on the App and Website. If you continue to use the Online Services after we modify our Terms, you’ll be taken to have agreed to the Terms as modified.
- (d) If you are using the Online Services not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (Represented Entity), then “you” and “your” means the Represented Entity and you are binding the Represented Entity to these Terms. If you are accepting these Terms and using our Platform on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

2. BLOOM INVESTMENT ACCOUNT REGISTRATION

- (a) In order to use the Bloom Impact Investing App, you will be required to sign up for a Bloom Investment Account and have your identity verified in accordance with clause 3.
- (b) When you register for a Bloom Investment Account, you must provide true, accurate and complete information as requested and keep this information up to date after registration.
- (c) You agree that you're solely responsible for:
 - (i) maintaining the confidentiality and security of your Bloom Investment Account information, including login name and password; and
 - (ii) any activities and those of any third party that occur through your Bloom Investment Account, whether those activities have been authorised by you or not.
- (d) You also agree to notify us immediately if you detect any unusual activity on your Bloom Investment Account as soon as you become aware of it.
- (e) We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Bloom Investment Account information or your password.

3. IDENTITY VERIFICATION

- (a) When signing up for a Bloom Investment Account, we will require you to verify your identity electronically using our processes or an external identity verification service as applicable (Verification Service).
- (b) Bloom will collect your personal information in accordance with our Privacy Policy which is accessible here. Where a Verification Service is used, you acknowledge and agree that:
 - (i) we may share your personal information with the Verification Service to verify your identity; and
 - (ii) you consent to us receiving, sharing and using this information to enable us to carry out Verification Services.
- (c) You acknowledge and agree that we are reliant on the information provided by the Verification Service to verify your identity and to the extent permitted by law, we disclaim all warranties that the Verification Services will be accurate or guarantee that the Verification Service will ensure that you are a suitable user.
- (d) If we are unable to verify your identity or you don't provide the information, we reasonably request within an acceptable time frame, your application will not be accepted and we may suspend or close your Bloom Investment Account without prior notice to you or any reason being given.
- (e) You are required to provide us with your Australian mobile phone number for us to carry out the Verification Services.

4. IMPORTANT ACKNOWLEDGMENTS

By signing up for a Bloom Investment Account:

- (a) you warrant that any information you enter into the Bloom Impact Investing App, will be true, accurate, current, and complete;
- (b) you acknowledge and agree that:
 - (i) you must have a direct debit arrangement in place to invest or withdraw from your Bloom Investment Account in accordance with clause 7.5;
 - (ii) any investment in, or withdrawal of money from, your Bloom Investment Account is subject to the terms set out in section 2 of our Product Disclosure Statement, including but not limited to time frames for receiving withdrawal amounts and any initial and ongoing minimum investment amounts; and
 - (iii) Bloom may accept or reject any deposit or withdrawal request at any time at its discretion and is not obliged to provide a reason for its decision.

5. DISCLAIMERS

- (a) We have taken due care and used reasonable efforts to ensure the accuracy and completeness of the information included in our Online Services, however any information available through our Online Services is general in nature and is not designed to provide personal financial or investment advice.
- (b) You acknowledge and agree that any information available through our Online Services:
 - (i) does not take into account your particular investment objectives, financial situation or investment needs; and
 - (ii) should not, in any circumstances, be considered as a substitute for professional financial, investment or tax advice.
- (c) Bloom makes no representation and gives no advice in respect of any financial, investment, tax, legal or accounting matters in any jurisdiction.
- (d) Before making a decision or acting on any information contained on our Online Services you acknowledge and agree that you have:
 - (i) read our [Product Disclosure Statement](#), [Additional Information Document](#) and [Investment Options List](#); and
 - (ii) obtained appropriate financial, investment, tax or legal advice, if applicable.
- (e) Any time frames for receiving withdrawals set out in the Product Disclosure Statement are estimates only and Bloom do not warrant or guarantee that you will receive your withdrawal within the time frame specified.
- (f) You acknowledge and agree that investing carries risk, including loss of income, loss of principal invested and possible delay in repayment. Bloom makes no representation or guarantee that you will receive back all or any of the money that you invest or that you will receive any return on your investment.

6. ELECTRONIC COMMUNICATION

- (a) You consent to receive all documentation, information, or other communications from Bloom electronically through the Bloom Impact Investing App, the Website, via email or text message or otherwise electronically.
- (b) We will use your personal information to send you messages containing important information about your Bloom Investment Account. These messages are an important part of the service that we provide to you, and will be sent to you as long as you have a Bloom Investment Account. You cannot opt-out of receiving these messages.

7. FEES

7.1 FEES

- (a) If you create a Bloom Investment Account with Bloom, you will be required to pay the fees in the amounts, in the manner and at the times as set out in detail in:
 - (i) section 6 of our Product Disclosure Statement;
 - (ii) section 5 of our Additional Information Document; and
 - (iii) section 1 and 2 of our Investment Options List (collectively, the **Fees**).
- (b) The account fees (as set out in section 6 of our Product Disclosure Statement, which is currently \$4.50 per month) (**Monthly Account Fees**) will be debited directly from your account linked to your Direct Debit on a monthly basis (as defined in clause 7.5). Where a direct debit of the Monthly Account Fee is dishonoured (for example, due to insufficient funds), the Monthly Account Fee will be deducted from your Bloom Investment Account. Bloom may also charge a fee for failed payments.
- (c) The management fees (as set out in section 6 of our Product Disclosure Statement, which is currently 0.80% p.a.) will be deducted from your Bloom Investment Account on a monthly basis.
- (d) When using the Online Services, you may incur fees from your mobile phone provider, internet service provider or bank. These fees are your sole responsibility and not the responsibility of Bloom.

7.2 REGULAR INVESTMENT PLAN

- (a) The Bloom Impact Investing App provides you with the option to make regular investments via direct debit on an ongoing fortnightly or monthly basis (**Regular Investment Plan**).
- (b) By setting up a Regular Investment Plan, you acknowledge and agree that you are setting up a recurring payment feature and your nominated investment amount will be debited from your nominated account on a fortnightly or monthly basis indefinitely.
- (c) We will continue to debit your nominated investment amount without further authorisation from you until your Regular Investment Plan is varied, suspended or cancelled by you.
- (d) You may vary, suspend or cancel your Regular Investment Plan by using the functionality provided in the Bloom Impact Investing App.

7.3 FAILURE TO PAY

If Fees for your Bloom Investment Account are not paid when they are due, we may suspend your Bloom Investment Account and require payment for you to continue using and accessing your Bloom Investment Account. Bloom reserves the right to deduct any unpaid Fees from your Bloom Investment Account. Please refer to our [Product Disclosure Statement](#), available on Bloom's website at bloom-impact.com/terms for full details on Fees and payment requirements.

7.4 PAYMENT METHODS

We may use third-party payment providers (**Payment Providers**) to collect Fees. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

7.5 DIRECT DEBIT

Payment of certain Fees will be made using direct debit (**Direct Debit**) and you must have the Direct Debit in place to operate your Bloom Investment Account. You:

- (a) authorise the Direct Debit in line with our Payment Provider's separate Direct Debit Request and any Direct Debit Service Agreement as applicable;
- (b) agree to enter into any Direct Debit Service Agreement required by our Payment Provider;
- (c) authorise Bloom to charge your bank account or credit card in line with any Direct Debit Request and any Direct Debit Service Agreement;
- (d) must ensure that there are sufficient funds available in your bank account to allow the Payment Provider to debit the Fees payable; and
- (e) acknowledge and agree that there may be additional payments required from the Payment Provider if you miss or fail to make any payments. These terms are separate and in addition to these Terms.

7.6 REFUNDS

To the maximum extent permitted by law, all payments made under these Terms are non-refundable. Nothing in these Terms is intended to limit or otherwise affect your rights under the *Competition and Consumer Act 2010* (Cth).

8. REFERRAL FEES

- (a) Bloom may, in its absolute discretion, pay investors a referral fee (**Referral Fee**) from time to time if subclause 8(b) is met (Referral Program).
- (b) A Referral Fee will only be payable to you if you refer to us a new investor (**New Investor**) who has not previously invested with us and the referral is an Effective Referral.
- (c) For the purposes of this clause 8, an "**Effective Referral**" means a New Investor who:
 - (i) has been verified and approved by Bloom to open a Bloom Investment Account;
 - (ii) makes an initial minimum investment of \$500 for individual investors, or \$5,000 for those investing on behalf of a company or trust, into their Bloom Investment Account; and
 - (iii) keeps their Bloom Investment Account open for a minimum of 1 month.
- (d) Bloom may withdraw, vary, suspend or cancel any part of the Referral Program at any time in its absolute discretion.

9. ACCEPTABLE USE

You agree:

- (a) not to copy, reproduce, translate, adapt, vary or modify the Online Services without our express consent;
- (b) not to use the Online Services in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (c) not to use the Online Services for the purpose of distributing unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (d) not to attempt to breach the security of the Online Services or Bloom's system security, or otherwise interfere with the normal function of the Online Services, including by:
 - (i) gaining unauthorised access to Bloom Investment Accounts or data about other users of the Online Services;
 - (ii) scanning, probing or testing the Online Services for security vulnerabilities;
 - (iii) overload, flood, mailbomb, crash or submit a virus to the Online Services or Bloom's system; or
 - (iv) instigate or participate in a denial-of-service attack against the Online Services or Bloom's system; and
- (e) to ensure that your employees, sub-contractors and other agents who you have authorised to use or access the Online Services comply with the Terms.

10. YOUR CONTENT

10.1. TYPES OF CONTENT

As part of using the Online Services, you'll be uploading content, information and materials you share with us (including feedback, suggestions and enhancement requests), including by using the features of the Online Services or by contacting us, or when you register a Bloom Investment Account (**Posted Materials**).

10.2. POSTED MATERIALS

By providing or posting any Posted Materials, you represent and warrant that:

- (a) you are authorised to provide the Posted Materials;
- (b) the Posted Materials are free from any harmful, discriminatory, defamatory or maliciously false implications and do not contain any offensive or explicit material;
- (c) the Posted Materials are not "passing off" of any product or service and does not constitute unfair competition;
- (d) the Posted Materials do not infringe any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement (**Intellectual Property Rights**);
- (e) the Posted Materials are accurate and true at the time they are provided;
- (f) any Posted Materials which are in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (g) the Posted Materials do not contain any viruses or other harmful code, or otherwise compromise the security or integrity of any network or system; and
- (h) the Posted Materials do not breach or infringe any applicable laws, regulations or orders.

10.3. POSTED MATERIALS – IP LICENCE

By uploading any Posted Materials, you grant to Bloom (and its agents or service providers) a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in that Posted Material in order for Bloom to use, exploit or otherwise enjoy the benefit of such Posted Material.

10.4. REMOVAL OF POSTED MATERIALS

We don't have any obligations to screen Posted Materials in advance of them being posted and your compliance with these Terms is your responsibility. However, we may, if we choose, review and remove any Posted Materials at any time without giving any explanation or justification for removing the material and/or information.

11. OUR CONTENT

- (a) Bloom retains ownership of all materials used in the Online Services (including text, graphics, logos, icons, sound recordings and software) (**Bloom Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you. Nothing in these Terms constitutes a transfer of ownership of Intellectual Property Rights in the Bloom Content.
- (b) You can only access and use the Bloom Content for the sole purpose of enabling you to use the Online Services.
- (c) You must not reproduce, transmit, adapt, distribute, sell, modify or publish any of the Bloom Content without our prior written consent.

12. THIRD PARTIES

12.1 THIRD PARTY CONTENT

The Online Services may contain text, images, data and other content provided by a third party (**Third Party Content**). We're not responsible for any of this Third Party Content and we make no representation or warranty about the quality, suitability, accuracy, reliability, currency or completeness of any Third Party Content.

12.2 THIRD PARTY LINKS

The Online Services may also contain links to websites and materials operated by third parties (**Third Party Links**). Third Party Links are provided for convenience and may not remain current or be maintained. We do not endorse and are not responsible for Third Party Links and have no control over or rights in linked websites.

12.3 THIRD PARTY TERMS AND CONDITIONS

- (a) By using the Online Services, or any other third party service, you acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply (including app store providers such as Apple and Google).
- (b) You agree to any Third Party Terms applicable to any third party goods and Online Services, and the Company will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

14. NOTICE REGARDING APPLE

If you are accessing the Bloom Impact Investing App from the Apple, Inc. (**Apple**) iOS Store, you acknowledge and agree:

- (a) these Terms are between you and Bloom and not with Apple. Apple is not responsible for the Online Services or any content available on the Online Services;
- (b) Apple has no obligation whatsoever to furnish any maintenance and support services for the Online Services;
- (c) in the event of any failure of Bloom to conform to any applicable warranty, you may notify Apple, and Apple will refund the price for the Online Services. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Online Services, and any other claims, losses, liabilities, damages, costs of expenses attributable to any failure to conform to any warranty will be Bloom's responsibility;
- (d) Apple is not responsible for addressing any claims by you or any third party relating to the Online Services, including, but not limited to:
 - (i) product liability claims;
 - (ii) any claim that the Online Services fails to conform to any applicable legal or regulatory requirement; and
 - (iii) claims arising under consumer protection, privacy, or similar legislation;
- (e) in the event of any third party claim that the Online Services or your use of the Online Services infringes any third party's intellectual property rights, Apple will not be responsible for the investigation, defence, settlement and discharge of any such claim;
- (f) that you represent and warrant that:
 - (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
 - (ii) you are not listed on any U.S. Government list of prohibited or restricted parties;
- (g) you must comply with applicable third party terms of agreement when using the Online Services; and
- (h) Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary.

14. OPERATION OF THE APP DEPENDENT ON THIRD PARTIES

You acknowledge that the Online Services are dependent on software and hardware developed by third party providers such as Apple and Google. If following an update by such third party provider, the Online Services can no longer function as they did prior to the update, we will not (to the maximum extent permitted by law) be liable to you for any loss or damage you might suffer as a result.

15. SERVICE LIMITATIONS

The Online Services are made available to you strictly on an 'as is' basis. Bloom can't guarantee, and make no warranties, to the extent permitted by law, that:

- (a) the Online Services will be free from errors or defects;
- (b) the Online Services will be accessible or available at all times;
- (c) messages sent through the Online Services will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Online Services will be secure or confidential; or
- (e) any information provided through the Online Services is accurate or true.

16. SECURITY

Bloom does not accept responsibility for any unauthorised use, destruction, loss, damage or alteration to your data or information, your computer systems, mobile phones or other electronic devices arising in connection with use of the Online Services. You should take your own precautions to ensure that the process which you employ for accessing the Online Services does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

17. LIABILITY

- (a) To the maximum extent permitted by applicable law, Bloom limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Online Services to \$100 (AUD) in aggregate. This includes the transmission of any computer virus.
- (b) You agree to indemnify Bloom and its employees, contractors and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from, or in connection with, you or your representatives' misuse or use of the Online Services in breach of these Terms, fraud or wilful misconduct and/or breach of these Terms.
- (c) All express or implied representations and warranties given by us are, to the maximum extent permitted by applicable law, excluded.
- (d) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or Online Services we provide.
- (e) To the maximum extent permitted by law, under no circumstances will Bloom be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Online Services, these Terms or their subject matter (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

18. CLOSING ACCOUNT

You are responsible for the closure of your Bloom Investment Account. You can close your Bloom Investment Account at any time by using the functionality provided in the Bloom Impact Investing App.

19. TERMINATION

- (a) To the extent permitted by law, we reserve the right to terminate your access to any or all of the Online Services or any part of the Online Services at any time without notice, for any reason, and we will return to you any amounts we are required to in accordance with the section titled "Termination" under section 7 of the Additional Information Document.
- (b) We may also terminate your access to any or all of the Online Services at any time if you breach any provision of these Terms.
- (c) Prior to the termination of your access to any or all of the Online Services, we reserve the right to deduct any unpaid Fees you owe to us prior to termination from your Bloom Investment Account.

20. PRIVACY

By using the Online Services, you consent and agree to be bound by the clauses outlined in our Privacy Policy, which can be found [here](#).

21. LOCATION OF ONLINE SERVICES

- (a) We control the operation of the Online Services from headquarters located in Australia. Some Online Services or parts thereof may be operated from, or hosted on mirrors or servers, at various locations outside of Australia.
- (b) We make no representation or warranty that all of the features of the Online Services will be available to you outside of Australia or that they are permitted to be accessed outside Australia.
- (c) You're solely responsible for your decision to use the Online Services from other locations and you acknowledge that such use may be subject to, and you are responsible for, compliance with applicable local laws in relation to your use of the Online Services.

22. NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent; or
 - (ii) when replied to by the other party,whichever is earlier.

23. ENQUIRIES AND COMPLAINTS

- (a) If you have any questions about these Terms, or if you are dissatisfied or have a complaint about the Online Services, please contact us at info@bloom-impact.com or on 1800 958 102.
- (b) All enquiries and complaints will be handled by us in accordance with the procedure set out in our Financial Services Guide, available [here](#).

24. GENERAL

24.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

24.2 WAIVER

No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver. No delay or failure to act in accordance with these Terms will be construed as a waiver of or in any way prejudice, any of our rights.

24.3 SEVERANCE

Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

24.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

24.5 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of these Terms will survive and be enforceable after such termination or expiry.

24.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

24.7 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

24.8 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

24.9 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or "dollar" is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.