



COMBINED FINANCIAL SERVICES GUIDE AND PRODUCT DISCLOSURE STATEMENT

This combined Financial Services Guide (FSG) and Product Disclosure Statement (PDS) is prepared and provided by SuperChoice Services Pty Limited (ACN 109 509 739), Authorised Representative (Number 336522) of PayClear Services Pty Limited (ACN 124 852 320) holder of Australian Financial Services Licence Number 314357

FINANCIAL SERVICES GUIDE

This Financial Services Guide (FSG) is prepared and provided by SuperChoice Services Pty Limited (ACN 109 509 739), Authorised Representative (Number 336522) of PayClear Services Pty Limited (ACN 124 852 320) holder of Australian Financial Services Licence Number 314357

Dated: 1st September 2013

Purpose of this document

The purpose of this FSG is to inform you of those matters required under the Corporations Act, 2001 (“Act”) and the regulations made pursuant to the Act (“Regulations”) to assist you when you are deciding whether to acquire from SuperChoice Services Pty Limited (“SuperChoice”) the provision of a non-cash payment facility (“Clearing House facility”). This FSG contains all the information required by the Act and Regulations, including:

1. the fact that SuperChoice and PayClear each receive remuneration in providing the Clearing House facility; and
2. how complaints may be made against SuperChoice and how complaints may be resolved.

In conjunction with this FSG, you will receive a Product Disclosure Statement which will inform you of other matters as required by the Act and Regulations including the nature and characteristics of the financial product that is being offered and the cost of that product.

This FSG relates to the Financial Service of the provision of a Clearing House facility provided by SuperChoice Services Pty Limited (“SuperChoice”) as a part of the SuperChoice service of facilitating the payment of employer superannuation contributions made on behalf of employees and the rollover of employee superannuation contributions from one superannuation fund to another (“SuperChoice Services”). This FSG relates only to the provision of the Clearing House facility and not to the other services provided by SuperChoice.

PayClear has authorised SuperChoice to distribute this FSG.

In this FSG “Financial Service” has the meaning set out in the *Corporations Act 2001*.

Roles and Contact Details of SuperChoice and PayClear

SuperChoice is the provider of the Clearing House facility as the authorised representative (numbered 336522) of SuperChoice’s related corporation PayClear Services Pty Limited (“PayClear”) which is the holder of Australian Financial Services Licence Number 314357. Both SuperChoice and PayClear may be contacted as follows:

Address:	Level 8, 35 Clarence Street, Sydney NSW 2000 Australia
Phone:	61 2 8038 6800 or 1300 659 456
Fax:	61 2 8038 6823
Email:	superchoiceninquiries@superchoice.com.au
Website:	www.superchoice.com.au

The only Financial Service provided by PayClear is that of offering a Clearing House facility and the only Financial Service that SuperChoice is authorised to provide as PayClear’s Authorised Representative is that of offering PayClear’s Clearing House facility. Neither PayClear nor

SuperChoice is licensed or authorised to provide any other Financial Service, including that of providing financial advice, other than advice that relates to the Clearing House facility.

Any instructions you wish to provide to SuperChoice, prior to you accepting the offer to receive the SuperChoice Services, are to be provided by email or by accessing the website. If you elect to sign up for the SuperChoice Services, the terms of the contract entered between you and SuperChoice, which terms are set out in the accompanying PDS, will provide details of how your instructions are to be given.

In providing the Clearing House facility that SuperChoice is authorised to provide, PayClear acts as a subcontractor to SuperChoice.

Remuneration of SuperChoice and PayClear

In providing the Clearing House facility, SuperChoice receives remuneration recipients of the SuperChoice Services. The remuneration received by SuperChoice from its retail clients is set out in the PDS that accompanies this FSG.

In providing the Clearing House facility as a subcontractor of SuperChoice, PayClear receives interest on the funds deposited by recipients of the SuperChoice Services with the Bank that holds these funds and PayClear also receives interest from that Bank. The interest that PayClear receives at the date of this FSG is 2.5% per annum but this interest fluctuates upwards and downwards according to fluctuations in interest rates generally.

Apart from the relationship between SuperChoice and PayClear as prime contractor and subcontractor, and both being subsidiaries of a common holding company, there is no relationship or association between either SuperChoice or PayClear and the issuers of any financial products.

Complaints

Although PayClear and SuperChoice are committed to providing clients with a quality product and service, a client may sometimes feel that he or she has a cause for complaint. If so, the complaint should be communicated and will be dealt with in the following manner.

By phone

You can contact customer support team at SuperChoice on 1300 659 456 to advise of the problem.

In writing

Alternatively, please send the details of the complaint, in writing, to:

Complaints Manager
SuperChoice Services Pty Limited
Level 8, 35 Clarence Street, Sydney NSW 2000, Australia
Fax: 02 8038 6823
Email: superchoickeenquiries@superchoice.com.au

To assist in a speedy investigation of your complaint please ensure that you provide the following information:

- Your name

- Employer Name and ABN
- Member Fund Name and ABN
- Details of the problem
- The date when the problem occurred and;
- Your phone number, fax number or email address

How SuperChoice deals with complaints

SuperChoice has a designated Complaints Manager who is responsible for managing any formal complaints to ensure they are dealt with appropriately.

A written complaint will be acknowledged within 5 business days and every effort will be made to resolve the complaint within 30 business days of receipt. You will be kept informed of the progress of investigating and resolving your complaint.

The complaint will be handled in confidence.

SuperChoice's complaint handling process has been established in accordance with the Australian Securities and Investments Commission (ASIC) Regulatory Guide 165 and the Australian Standard on Complaints Handling (AS 10002:2004).

Other options

If you are not satisfied within 45 days of notification of your complaint, you may contact the Financial Ombudsman Service.

The Financial Ombudsman Service (FOS) is an independent dispute resolution service that can consider complaints about financial products. For more information about FOS please go to their website at www.fos.org.au

The contact details for FOS are:

GPO Box 3
Melbourne Victoria 3001
Phone: 1300 78 08 08
Fax: 03 96136399
Email: info@fos.org.au

PayClear Services Pty Limited is a member of FOS. The service is free to recipients of its Clearing House facility.

You should be aware that FOS will not deal with your complaint unless you have first raised the matter with SuperChoice and given SuperChoice the opportunity to resolve the matter.

Compensation

SuperChoice and PayClear are both beneficiaries of an Errors and Omissions Liability Insurance Policy that provides cover of up to \$20 million for any claims made by any of their customers arising from any act, error or omission committed by either of them in performing their professional services of providing the Clearing House facility financial service (in the case of PayClear) and of providing superannuation administrative services (in the case of SuperChoice). This Policy satisfies the compensation arrangements required under section 912B of the Corporations Act, 2001.

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) is intended to comply with the Product Disclosure Statement requirements of the *Corporations Act 2001* (“Act”) and the regulations (“Regulations”) made pursuant to that Act and is provided to assist you in deciding whether or not to accept the offer of SuperChoice Services Pty Limited (“SuperChoice”) to provide you with a Financial Product being the non-cash payment facility (“Clearing House facility”) of PayClear Services Pty Limited (“PayClear”).

This PDS is intended to comply with SuperChoice’s obligation to provide a PDS to its retail clients, which are any entities employing less than 20 employees or any manufacturing entity employing less than 100 employees. This PDS is also provided to SuperChoice's non-retail clients to record the terms and conditions under which SuperChoice provides its services to those clients.

Although this PDS is required to provide information only relevant to the financial product of the Clearing House facility, because that product is being provided in conjunction with and ancillary to other SuperChoice non-financial products and services, this PDS also provides information concerning those other products and services and the terms pursuant to which SuperChoice provides those other services.

This PDS is prepared and provided by SuperChoice as the Authorised Representative (Number 336522) of PayClear, the holder of Australian Financial Services Licence Number 314357.

PayClear has authorised SuperChoice to distribute this PDS.

In this PDS:

“AFSL” means Australian Financial Services Licence

“Financial Product” has the meaning set out in the Corporations Act 2001

“SuperChoice Services” means all the services provided to you by SuperChoice, including the Clearing House facility.

Contact Details of SuperChoice and PayClear

SuperChoice is the offeror of the Clearing House facility which is issued by its related corporation PayClear. Both SuperChoice and PayClear may be contacted as follows:

Address:	Level 8, 35 Clarence Street, Sydney NSW 2000
Phone:	61 2 8038 6800 or 1300 659 456
Fax:	61 2 8038 6823
Email:	superchoickeenquiries@superchoice.com.au
Website:	www.superchoice.com.au

SUPERCHOICE AND THE CLEARING HOUSE FACILITY AT A GLANCE

Who can use the SuperChoice Services

- Employers who want a simple, secure and cost-effective way of managing their employee superannuation contributions online.

Benefits of using the SuperChoice Services

- Replace multiple cheque and online payments to participating superannuation funds with one online payment.
- Eliminate multiple superannuation fund paperwork requirements and forms handling.
- No need to prepare fund remittances.
- Eliminate postage & cheque costs of paying multiple superannuation funds.
- Online access to review all the reference numbers, times & dates of presentment.
- Validation - stops you paying funds that can't accept choice payments – see applicable fund alerts BEFORE you pay, not after.
- Helps prevent poor employee choices and member account selections.
- Reduces unnecessary strain on staff and resources.

Payment Methods

- Direct Debit

You may complete a Direct Debit Request that authorises SuperChoice to deduct money from your nominated account. The relevant amount for the contributions is deducted from that account and split to the various superannuation funds.

- Direct Credit

If you send a Direct Credit you must ensure you provide the matching reference number provided by SuperChoice or the payment will be returned to you. The relevant amount for the contributions is then deducted from your nominated account and split to the various superannuation funds.

Fees and Costs

- Refer to the Section “Fees and Charges” later in this PDS for a detailed outline of fees.

Enquiries and Complaints

SuperChoice has procedures for dealing with complaints. Please refer to the FSG – Complaints

THE SUPERCHOICE SERVICES IN DETAIL

SuperChoice Services enable employers, superannuation fund trustees and Fund Administrators to submit superannuation contributions, member information and payment instructions online. The instructions to pay various superannuation funds are collated. One deduction is made from your nominated bank account and SuperChoice arranges for distribution of the relevant remittance advices and contribution amounts to the various eligible funds.

The SuperChoice Services have two essential (core) components.

- The SuperChoice software– the online software by which you access the Clearing House facility.
- The Clearing House facility.

The SuperChoice Software

This enables you to access the electronic payment facility. SuperChoice also provides support including (but not limited to) demonstrations of the software, training, payroll interface support, general call and help desk support.

The Non-cash Payment Facility (Clearing House facility)

This is an electronic facility through which you can make a payment otherwise than through the physical delivery of Australian or foreign currency or by cheque.

SuperChoice provides this facility through its affiliate PayClear, which is the holder of the trust account into which the employer's contributions are paid and from which contributions are paid to the relevant Funds. Attached to this PDS is a Direct Debit Client Service Agreement which governs the relationship between the employer and PayClear in respect of Direct Debits made by PayClear with the employer's authority.

The SuperChoice Services summarised

- Helps minimise the administrative burden upon employers managing superannuation contributions to multiple superannuation funds. It is an efficient and effective way to make large numbers of superannuation contribution payments to many funds.
- Easy to use. Once employers have entered the information required, that information is securely stored. Employers can even upload the payroll file so that the employee details are automatically transferred to SuperChoice. This means that employers do not have to re-key all the employee data to make contributions on their behalf.
- Flexibility. If employers need to add, amend or delete an employee record they can log on to the website and do so directly or from payroll.
- Accessibility. The website is available 24/7. The help line is available Mon to Fri between 8:00am and 6:00pm (Sydney time), except when the Services are unavailable because of routine or emergency maintenance.
- Security. The website is protected by a private cryptographic key system called Secure Socket Layer (SSL) which is widely used by banks for internet banking applications.

- Support. Employers are provided with a support infrastructure. There is also a help line and a user guide to assist you with any problems you have.

Getting Started

To register for the SuperChoice Services, complete the application form at the back of this PDS and where applicable, the Direct Debit Request form.

Return the completed forms to the address shown on the application form.

Once you have been registered, SuperChoice will send you a confirmation that the Service is available to you.

Managing Risks

There are a number of risks for employers in facilitating contributions to a wide range of superannuation funds whether an employer is using a superannuation clearing house service or not. All of these risks have direct implications for the timing of contributions and their subsequent allocation to the employee's (member's) account.

A significant overarching risk for most employers using private sector clearing house services is failing to provide sufficient time to meet Superannuation Guarantee deadlines.

An employer's Superannuation Guarantee obligations are only extinguished at the time the fund receives the money, not the date the employer pays the money, nor the date a private sector clearing house receives the money from the employer or pays the money to the superannuation fund.

To avoid a Superannuation Guarantee Charge and associated penalties, employers must allow sufficient time to ensure the superannuation fund receives contributions by the 28th of each relevant quarter.

Many of the risks and errors set out in the table below can contribute to delays and a failure on the part of the employer to meet their Superannuation Guarantee deadlines.

Risk	Description	How we help mitigate the risk	What you need to do
<i>Getting started</i>			
<p>Privacy:</p> <p>Disclosing to your employees that you are making payments through a 3rd party</p>	<p>You should seek advice about whether you need to disclose to your employees that you are providing personal information to SuperChoice and its service providers with which to facilitate the payment of superannuation contributions to their superannuation account</p>	<p>We can provide you with a Privacy Policy which sets out the purposes for which personal information can be used (superannuation purposes)</p>	<p>When you give employees the ATO Choice Form, it's generally good business practice to let employees know you are using a 3rd party (SuperChoice) to distribute the payments.</p>
<p>Security:</p> <p>Unauthorised Access</p>	<p>Unauthorised access by an unauthorised third party, including in circumstances where the UserID and password have been compromised, may lead to fraud, data corruption, defects in transmissions and viruses. An employer must ensure it does not facilitate unauthorised access to the Services</p>	<p>We operate multi-level administrator access (managerial, clerical, and view-only) for processing work and dual payment authorisation. For example, only managerial access can authorise payments.</p> <p>We must be notified immediately if a Client's Login or Password is lost or stolen or if a Client suspects that another person knows or has used its Login or Password. If you notify us, SuperChoice will cancel a Login or Password immediately.</p>	<p>Notify us immediately in the event of any unauthorised access.</p> <p>Structure administrator access so the appropriate employees have the appropriate level of access.</p>

Risk	Description	How we try to help mitigate risk	What you need to do
<i>Employer Mistakes</i>			
<p>Payment Mismatch: Direct Credit or Electronic Funds Transfer (EFT) does not match electronic lodgement through the Service</p>	<p>If an employer makes payment by EFT and the amount of the payment does not match the lodgement via the service (e.g. overpay or underpay), this can lead to delays in forwarding the contribution to the funds.</p> <p>These delays can contribute to a failure to meet Superannuation Guarantee deadlines</p>	<p>We will contact you within five working days (by email and/or phone) to notify you of the error and seek instructions (eg correct the amount of the payment or the lodgement).</p> <p>If you do not respond to a second weekly request to correct the mismatch, the money will be returned to your nominated bank account.</p>	<p>Please respond promptly to our notifications to correct the payment or electronic lodgement.</p>
<p>Stopping Payments: In certain circumstances, employers may seek to stop a payment (eg duplicate payment or overpayment)</p>	<p>Once contribution information has been lodged through the Service with a matching payment, it cannot be cancelled or reversed unless the employer has notified SuperChoice before the cut-off time (see the Terms and Conditions).</p> <p>Once contributions have been sent to the superannuation fund,</p>	<p>We have automated systems for lodging a stop payment but these must be notified within the cut-off times.</p>	<p>It is imperative if an employer wishes to cancel or reverse a payment that the employer notifies SuperChoice immediately upon realising an incorrect contribution has been made but before the cut-off time so payment can be stopped.</p>

	employers would have to bear the responsibility for attempts to recoup monies from the funds. This is particularly problematic because the Trustee of the superannuation fund ordinarily requires the written consent of the employee (member)		
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Risk	Description of risk	How we try to help mitigate risk	What you need to do
<i>Employer (Employee) Mistakes</i>			
<p>Inaccurate Data:</p> <p>It is the employer's responsibility to ensure information about the employee and contribution are accurate. If an employer provides inaccurate or incomplete information, this may result in a contribution being rejected, delayed</p>	<ul style="list-style-type: none"> • Inaccurate data includes: Not providing a matching employer payment identification (Batch number) • Use of a wrong product Superannuation Product Identification Number (SPIN) or Australian Business Number (ABN) for the super fund • Incorrect Member 	<p>We provide numerous validation tools to assist employers to validate information and many of the funds login to electronic portals to correct information originally supplied</p> <p>Fund validation</p> <ul style="list-style-type: none"> • Checking SPINs and ABNs are valid superannuation funds and related where funds hold both forms of identification <p>Employer Identification</p> <ul style="list-style-type: none"> • Validation allowing employers to supply Employer Identification 	<p>When you are first registering employees to their appropriate superannuation fund and the Service identifies an error (e.g. a fund which cannot receive contributions), employers need to correct information where the Service identifies a Fund, Employer or Member error.</p> <p>When superannuation funds notify errors electronically to you via the Service (e.g. incorrect product, incorrect memberID or assign a Fund employer Number), you may need to correct information either on the Service or in</p>

<p>or even sent to the wrong superannuation fund</p>	<p>Identification (wrong member number)</p> <ul style="list-style-type: none"> • Inaccurate Date of Birth • Wrong Bank details for a Self-managed Super Fund (SMSF) • Selection of an account from which the employee has exited • First name & Surname that does not match the super fund's records 	<p>numbers held with the superannuation fund where they are registered with the fund</p> <p>Member Identification</p> <ul style="list-style-type: none"> • Where member Identification in particular products have constant or algorithm based identification, we check member identification supplied against the constant or algorithm 	<p>your payroll File for lodgement of subsequent contributions.</p> <p>When superannuation funds refund money (usually for members who have been exited from their account), you need to re-submit contributions to either the default fund or an alternative choice fund.</p>
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Risk	Description	How we try to help mitigate risk	What you need to do
<i>Clearing House and Banking Risks</i>			
<p>Payment to the super fund by cheque:</p> <p>Funds sent by cheque to the fund generally take 1-2 business days longer than payments by EFT</p>	<p>Some funds prefer payment by cheque.</p> <p>To protect employers and the clearing house, this Service sends money to APRA funds by Electronic Funds Transfer (EFT) only when the superannuation fund logs into a web portal to download electronic data</p>	<p>If the Fund receives contributions by cheque, it may take up to ten business days from the time of lodgement of contribution information matches cleared monies received by the clearing house.</p> <p>General business practice has been that the Service sends cleared money (and matched money) within two business days and average cheque clearance times have been three</p>	<p>Ensure you leave sufficient time for those superannuation funds that receive payment by cheque.</p> <p>Employers can view contribution details online including cheque numbers and the cheque presented date.</p> <p>Employees whose fund has not allocated the money generally find</p>

	securely and accepts liability for fraud and negligence on the part of employees of the superannuation fund.	business days.	quoting the cheque number leads to immediate resolution and allocation.
Payment to the super fund by Electronic Funds Transfer (EFT)	If a staff member of a Super Fund fraudulently directs EFT monies to another bank account, employers may not meet their Superannuation Guarantee Obligations.	<p>To protect employers and the clearing house, this Service sends money to APRA funds by Electronic Funds Transfer (EFT) only when the superannuation fund logs into a web portal to download electronic data securely and accepts liability for fraud and negligence on the part of employees of the superannuation fund.</p> <p>Most Self-Managed Super Funds (SMSF) are paid by EFT</p> <p>General business practice has been that the Service sends cleared money (and matched money) by EFT within two business days and EFT clearance times are usually one business day.</p>	<p>Ensure you leave sufficient time for those superannuation funds that receive payment by EFT.</p> <p>Employers can view EFT details online including EFT payment reference ID and receipt by EFT is ordinarily next business day.</p>
Unpresented Cheques:	In exceedingly rare instances funds may not receive or may lose or misplace a cheque.	For payments to funds regulated by the Australian Prudential Regulation Authority (APRA), SuperChoice automatically cancel cheques at the start of each month where a cheque is older than 35 days.	<p>The employer is responsible for monitoring the status of the cheques.</p> <p>While we do operate a regular cycle of cancelling unpresented cheques (to</p>

		For payments to funds regulated by the Australian Taxation Office (ATO), cheques are automatically cancelled at the start of each month where a cheque is older than 95 days.	assist employers), we urge employers to monitor and request cancellation.
Clearing House System or Bank Failure	<p>Superannuation clearing houses are invariably reliant on the bank systems to effect large volumes of payments to superannuation funds</p> <p>In exceedingly rare instances, the clearing house system or the bank system may go down</p> <p>This is why there is a difference between contractual and general business standards.</p>	<p>In fifteen years of operation, there has not been a business day when payments have not been sent</p> <p>Like all superannuation clearing houses, we strive to operate appropriate disaster recovery, business continuity and redundancy plans to bring systems up as soon as possible.</p>	While system failure events are not predictable, it is advisable to leave a few additional days to ensure superannuation money is received well before the Superannuation Guarantee deadlines

Risk	Description	How we try to help mitigate risk	What you need to do
<i>Receiving Fund Risks</i>			
Fund is unable to accept contributions	<p>Certain funds such as pensions, eligible rollover funds, certain government funds, closed or terminated funds and corporate funds (that do not operate retained divisions) are unable to accept contributions.</p> <p>In other circumstances, a fund may have been declared non compliant by APRA or the ATO.</p>	SuperChoice provides a warning system to block payments to those funds. In most circumstances, an employer will re-direct the contribution to the employer default fund or an alternative choice fund.	<p>Employers need to check these warnings when first linking the employee to the chosen fund.</p> <p>In certain circumstances, an individual employer may be able to contribute to a blocked fund because it may be an approved employer.</p>
Employer Registration: Fund has rules or conditions which require registration paperwork to be completed otherwise the contribution may be delayed or refunded with the	<p>Certain funds (primarily non public offer funds) require employers to register as a participating employer.</p> <p>Under 32(g)(2) of the Superannuation Guarantee Administration Act (SGAA), employers are not obligated to register, but may choose (voluntarily) to do so.</p> <p>If an employer agrees to</p>	<p>We provide a warning system in regards to funds that have registration requirements.</p> <p>Employers are given the option to re-direct to the default, ask the employee to exercise choice for another fund that does not carry registration requirements or complete the funds registration requirements separately</p>	If an employer wishes to contribute to these funds that require registration, it must complete the fund's registration paperwork before any contributions are made.

requisite Superannuation Guarantee liability	register, it is binding itself to the fund's conditions in regards to payment frequency and notifying the fund about exited employees.		
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FEES AND CHARGES

The following are the costs of the SuperChoice Services, which include the provision of the Clearing House facility for retail clients of SuperChoice.

All fees are exclusive of GST

- **Setup Fee: \$100**
This fee is charged once at the time of establishment.
- **Customising our system to your payroll files: \$200 minimum and \$500 maximum**
This fee is a time-based charge associated with us customizing our system to your payroll files. This enables you to use the SuperChoice system without making any changes to the files you extract from your payroll system(s). If you do not require us to customize our system to match your payroll files this fee is not charged.
- **Fund data cleansing and migration of employee data: Charged at \$150.00 per hour**
This fee is a time-based charge associated with the data validation and migration of your employee data to the SuperChoice system, if required. This fee may be charged if the fund information held on your payroll system is incomplete and you require our assistance to validate and cleanse the data prior to migration.
- **On site training and support: Charged at \$150.00 per hour**
Onsite training and support can be provided at the clients request and is charged on a time taken basis and ancillary costs (travel and associated costs).
- **Transaction Fees: \$1.00 per transaction**
Transaction fees are charged for each transaction for each employee for each contribution to each superannuation fund

Other Fees:

SuperChoice does not currently charge other fees. However SuperChoice reserves the right to charge fees of up to \$35 for Refunds, Investigations, or Stop Payments, and will provide at least thirty (30) days notice if such fees are introduced.

RIGHTS AND OBLIGATIONS

Your use of the SuperChoice Services, including the Clearing House facility, is governed by the terms and conditions set out later in this PDS, in the Application Form and (if applicable), the Direct Debit Terms and Conditions accompanying the Direct Debit Request Form (DDR).

Useful Information and Updates

From time to time, SuperChoice or its related companies would like to contact you or send you information regarding superannuation changes that impact on the SuperChoice Services and on any other products and services.

SuperChoice encourages you to receive this information, however, if you do not wish to receive it, please contact SuperChoice Monday to Friday between 8.30am to 5.00pm (Sydney time).

TERMS AND CONDITIONS

The following are the general terms and conditions that will apply if you decide to acquire the SuperChoice Services. In these terms and conditions, you are referred to as the Client and we are referred to as SuperChoice. A User is a person accessing the SuperChoice Services. A Contribution is your payment on behalf of your employee. Contribution Data is information concerning a Contribution. Data is any information concerning this Agreement and its performance, and includes Contribution Data.

1 General Client/User Access Obligations

- 1.1 Client warrants it is authorised to enter into agreement to receive the SuperChoice Services.
- 1.2 Client must ensure that all its Users are fully authorised to access the Services.
- 1.3 Client must ensure that all its Users comply with all obligations and responsibilities imposed on it under these Terms and Conditions.
- 1.4 Client must ensure access to the Site and Services is undertaken in a secure manner.
- 1.5 Client must ensure at its own cost that its software and hardware is compatible with Microsoft Internet Explorer 5.0 (or later) and Mozilla Firefox 2 (or later).
- 1.6 Client is responsible for maintaining its own industry standard anti-virus and security measures to prevent unauthorised access to SuperChoice Services and to avoid viruses affecting the site providing the SuperChoice Services ("Site").
- 1.7 Client must not, and must use reasonable endeavours to ensure Users do not, change, impair or damage the Site or SuperChoice's computer systems.

2 Availability/Access to the Site

- 2.1 SuperChoice will ensure that the Site is available for use by the Client 24 hours a day, 7 days a week, except for outages for routine or emergency maintenance.
- 2.2 Access to Users will not be provided unless a Valid Login and Password is entered.
- 2.3 Access to Users will not be provided if Client's registration has been suspended or cancelled.

3 Security of Login and Password

- 3.1 A User's Login and Password must be kept safe and secure.
- 3.2 Users must not disclose the Login or Password to any other person.
- 3.3 Users must not record their Login or Password in any way which would allow anyone else to identify the record as their Login or Password.
- 3.4 Users must not permit any other person to use their Login or Password.
- 3.5 Users must not select a Login or Password which is easily identifiable, such as a birth date or a street name.
- 3.6 Users must take care to log off the system and/or close the browser window (if necessary) to ensure unauthorised users do not obtain access to the system.
- 3.7 SuperChoice must be notified immediately if a record of Client's Login or Password is lost or stolen or if Client is aware or suspects that another person knows or has used its Login or Password. SuperChoice will then cancel the Login or Password and will arrange for Client to select a new one.
- 3.8 SuperChoice may cancel a Login or Password at any time without notice if SuperChoice believes that the Login or the Password is being misused or has been used to perform an unauthorised transaction.
- 3.9 SuperChoice takes no responsibility for any loss whatsoever where

unauthorised parties have used Client's Login and Password.

4 Security of the Services

- 4.1 SuperChoice will utilise a range of security measures to help ensure the security of SuperChoice including:
- (a) Firewalls; and
 - (b) Data encryption (128 bit Secure Sockets Layer (SSL) protocol).
- 4.2 SuperChoice will comply with its security policy which complies with the Australian Information Security Management Policy (AS ISO/IEC 20000.1-2007). For more details see the Standards Australia website at www.standards.com.au
- 4.3 SuperChoice cannot guarantee that any data transmission over the internet is totally secure.
- 4.4 If Client becomes aware of a breach or potential breach of security relating to the Site or the SuperChoice Services, it must notify SuperChoice as soon as is reasonably possible and must take all steps available to stop the breach or prevent the breach from re-occurring.

5 Client's Obligations in order to Receive Services

- 5.1 Client must ensure that it does the following in order to receive the SuperChoice Services:
- (a) Create User Accounts for staff to access the service
 - (b) Create/Change/Update employer details
 - (c) Upload payroll file
 - (d) Create contributions through payroll upload or e-form
 - (e) Authorise and make contributions
 - (f) Authorise and make payments for fees
 - (g) Register new employees (members)

- (h) Nominate the employee's Superannuation Fund
- (i) Allocate contribution types
- (j) Assign contribution amounts to employees
- (k) Change/update/amend employee details
- (l) Notification of exiting employees
- (m) Establish a Fund is a complying Fund
- (n) Match the unique Fund Identifiers (SPIN, ABN, Fund Name)
- (o) Provision of applicable fund alert messages

6 Contribution Services

6.1 Client may make Contributions through the Service only by using the on-line SuperChoice facility, in which case, SuperChoice will provide the following services

- (a) Based on the Contribution Data for a Contribution Period, it will identify the Superannuation Fund to be paid, the total amount payable to each Superannuation Fund, the employees for whom the Contributions are payable and their individual amounts.
- (b) It will withdraw (via Direct Debit) or receive (via EFT/Direct Credit) the Contribution from Client's Bank Account.
- (c) If Contribution Data has been provided in full and without error or defect, it will arrange to reconcile matching Contribution Data to the Contribution payment prior to the Cut-Off Time each Business Day (4.00pm).
- (d) If Contribution Data has not been provided in full, or has an error or defect, or there is a mismatch between the Contribution Data and the Contribution payment, it will endeavour to contact Client

- within 5 working days to resolve the error and either return the Contribution or prepare a re-submission of the Contribution.
- (e) Once there is an exact match between the Contribution Data and the Contribution payment, it will arrange payment of the Contribution to the account (EFT) or address (cheque) of each nominated Superannuation Fund, accompanied with either electronic remittance or paper that sets out the Contribution Data to enable the Superannuation Fund to reconcile the contributions.
- (f) If the Contribution or the corresponding Contribution Data is not received on a Business Day (eg weekend or public holiday in New South Wales), it is taken to be received on the next business day.
- 6.2 Client can only use the Service to make contributions to a Complying Superannuation Fund or Retirement Saving Account which is a fund that has elected to be regulated and complies with the *Superannuation Industry Supervision (SIS) Act, 1993*.
- 6.3 Client may need to comply with certain other requirements of a Superannuation Fund before it can make a contribution to it. For example, it may be a requirement of some Superannuation Funds that a client (who is the employer) be registered with that Superannuation Fund before contributions can be accepted. SuperChoice will publish messages identifying Superannuation Funds which require prior employer registration, but it is Client's responsibility to meet the registration requirements before contributing.
- 6.4 SuperChoice will use reasonable endeavours to arrange payment of the Contribution to the account (EFT) or address (cheque) of each nominated Superannuation Fund within 10 Business Days of receiving accurate and compliant Contribution Data.

7 Making contributions through the SuperChoice Services

7.1 By Direct Credit (EFT)

- (a) When Client authorises a contribution, SuperChoice will issue a Payment Reference Number (PRN) and display the account number for the payment.
- (b) Client must lodge the PRN with the payment to the correct account number with its Bank transaction so that SuperChoice can match the Bank transaction to the contribution.
- (c) Failure to supply the PRN may mean that SuperChoice is unable to match the transaction and may cause delays.
- (d) In such a case, SuperChoice will endeavour to contact Client within 5 working days, but failure to supply the PRN may result in a delay of up to 20 working days before the contribution is made.
- (e) If the Bank transaction is successfully lodged to the correct account number and with the correct PRN, SuperChoice will issue a status update which will appear on Client's contribution processing screen.
- (f) SuperChoice takes no responsibility for delays caused by a failure to supply a correct PRN.

7.2 By Direct Debit

- (a) A valid Direct Debit Request must be in place to provide the Service. If Client cancels or revokes the Direct Debit Request or Client's Bank Account is closed or not available for deduction, SuperChoice cannot provide the Service.
- (b) Client must make sure that its Bank Account remains open and it has sufficient funds to cover the contribution payment. If the financial institution dishonours

- the debit, it may charge the Client fees.
- (c) Client must complete and send a new Direct Debit Request form to SuperChoice if it changes its bank account details.
- 8 Contribution Data Services - Obligations**
- 8.1 Client obligations
- (a) It is Client's obligation to provide Contribution Data and the Contribution payment in a timeframe that ensures the Client will meet its obligations under the Superannuation Guarantee Administration Act (SGAA) 1992. Each quarter, employers are legally required to submit their Superannuation Guarantee contributions to the receiving Superannuation Fund by the 28th of the month following the end of the quarter. Client must make contributions well before the 28th of the relevant quarter to ensure sufficient time is allowed for the clearing of monies to meet the deadlines. **SuperChoice suggests making contributions at least 10 business days before the deadline.**
- (b) If Client believes there has been a mistake in the data, such as the amount of a contribution and the corresponding bank transaction, it must notify SuperChoice immediately. Any delay in notifying SuperChoice may prejudice the ability to rectify the error.
- 8.2 SuperChoice obligations
- (a) SuperChoice will transfer correctly submitted Contribution Data to the relevant superannuation fund within a maximum of 5 business days.
- (b) SuperChoice will notify the Client within 5 business days if it becomes aware of incorrectly supplied or inaccurate Contribution Data or if the Bank transaction fails to match the Contribution Data.
- (c) SuperChoice will make all reasonable endeavours but has no responsibility if incorrect Contribution Data is submitted by Client.
- (d) SuperChoice may, at any time and without notice, add or remove or make changes to the SuperChoice Services to enhance or improve the Services.
- 9 Delayed Contributions**
- 9.1 Delayed contributions may occur when
- (a) The Contribution Data and Contribution are received on a weekend, public or bank holiday.
- (b) The Contribution Data (and Contribution) is received after the Cut-Off time on a Business Day.
- (c) Other circumstances identified below.
- 10 Unsuccessful and Mistaken Contributions**
- 10.1 Submitted Contribution Data generally cannot be cancelled or changed except in the circumstances outlined below.
- (a) Contribution Data may not be promptly and successfully processed online if there is an error in the Contribution Data.
- (b) In limited circumstances Client may be able to correct an error and re-submit Contribution Data if the contribution has not been processed).
- (c) Client must notify SuperChoice before 4.00pm (Cut-Off time) on the same day if it wishes to stop a contribution.
- (d) If Client receives notice that a Contribution has been dishonoured (e.g. because of insufficient cleared funds in bank

account), Client will bear all costs in relation to the dishonour.

- (e) If a technical error prevents processing the Contribution (to the Superannuation Fund) SuperChoice will notify Client after receiving notice that the file has been rejected and either correct the technical errors or create a replacement Contribution. If the technical error cannot be corrected, SuperChoice will notify Client immediately
- (f) .If any contribution is not accepted or returned by the Superannuation Fund, and SuperChoice is unable to resolve the problem within 10 business days of receipt of the returned payment, it will refund the money to Client's Bank Account and notify Client of the error by email) , in which event Client must resolve the issue with the Fund and re-submit the Contribution.

11 Data Maintenance

11.1 SuperChoice will:

- (a) Maintain at least 7 years of historical data on-line at any point in time.
- (b) Use best endeavours to ensure that the Client has access to the Data at all times except during scheduled or emergency downtime.

12 Confidentiality of Data

- 12.1 SuperChoice is committed to the protection of Confidential Data and will collect, record and disclose it only as outlined in its Privacy Policy, a copy of which the Client may obtain upon request.
- 12.2 Client agrees that SuperChoice may contact and liaise with third parties

about Client's Data for the purpose of providing the SuperChoice Services.

12.3 SuperChoice may disclose Data.

- (a) To relevant employees, its payment agent and to superannuation funds for the purposes of providing the SuperChoice Services
- (b) To legal advisers, auditors and other consultants of either party
- (c) If it is required to disclose the information by law or a regulatory body or in connection with any legal proceedings.

13 Production of Data

13.1 If required by any law or any judicial, regulatory, administrative or similar body (whether foreign or Australian), SuperChoice will produce reports and information, answer enquiries, attend court and meetings and deal with any similar requests, provided that, where permitted by law, SuperChoice notifies the Client prior to actioning any request. Client must pay to SuperChoice at SuperChoice's then current standard rates, its costs and expenses (including the costs of legal and other professional advice) which SuperChoice incurs.

14 Fees & Charges

- 14.1 Client must pay the fees set out in the PDS.
- 14.2 Transaction fees are paid at the same time as the Superannuation Contributions. A tax invoice will be provided online for these charges. All other fees are charged monthly in arrears.
- 14.3 If the fees are not expressed to be GST inclusive, the amount is increased by an amount equal to the GST payable.
- 14.4 Client acknowledges it may incur bank fees from its Bank Service Provider for any contributions made or that fail to be made (dishonour).

14.5 SuperChoice reserves the right to increase fees and charges but will not do so without providing at least 30 days written notice.

15 Warranties

15.1 Where any law implies in this agreement any term that cannot be excluded or modified, such term is deemed to be included. However, subject to any law, SuperChoice's liability for breach of that term will be limited to the resupply of services or payment of the cost of resupplying the services.

16 Limits to SuperChoice Liability

16.1 SuperChoice is not liable:

- (a) for any loss of funds resulting from incomplete or inaccurate Contribution Data or non-matching contributions that directly lead to either delays or mistaken and unsuccessful transactions.
- (b) for any loss of funds or any interception of data through any unauthorised access to Client's Bank Account(s) unless SuperChoice caused or contributed to such loss by any negligent or wilful act on the part of its employees or contractors.

16.2 Client's Liability

- (a) Client must indemnify SuperChoice against any loss, liability or damage which SuperChoice may suffer arising from Client's or its User's failure to observe obligations under this agreement or arising from the Client or its User acting negligently or fraudulently when accessing and using the SuperChoice Services.

17 Limit to Client's and SuperChoice's Liability

17.1 To the fullest extent permitted by law, in no circumstances will either Client or SuperChoice be liable for any special or indirect loss or damage (including consequential loss or loss of profits)

18 Termination

18.1 Either party may terminate this Agreement by giving 30 days notice in writing (including by email) to the other party.

18.2 SuperChoice may suspend the Services if the Client is in default of any of its obligations until such default is rectified.

18.3 The Client may suspend payment of fees if SuperChoice is in default of any of its obligations under this Agreement until such default is rectified.

18.4 On termination of this Agreement, and subject to payment of all reasonable fees and expenses calculated at SuperChoice's then standard rates, SuperChoice will provide the Client access to Client's Data.

18.5 On termination of this Agreement, the Client will return all hardcopies and delete all electronically stored copies of SuperChoice's documentation and materials.

18.6 The parties will meet their own expenses associated with discharging their obligations on termination of the Agreement.

19 Changes to the Agreement

19.1 SuperChoice may change this Agreement at its discretion at any time provided it gives 30 days prior written notice. If Client does not agree to any such change, it may forthwith terminate the Agreement.

19.2 Notice of any change may be given electronically (including by posting notices on the SuperChoice website)

20 General Provisions

- 20.1 The parties will be deemed to have entered into this Agreement when SuperChoice accepts the Client's Application to receive the SuperChoice Services.
- 20.2 Entire Agreement: This Agreement, the Direct Debit Lodgement Form (if applicable) and the Product Disclosure Statement constitute the entire agreement of the parties in respect of the SuperChoice Services.
- 20.3 Agents/Contractors: SuperChoice may engage agents or subcontractors to assist it with performing its obligations under the Agreement without the prior consent of the Client. However, SuperChoice remains principally liable under the Agreement.
- 20.4 Assignment: Either party may assign or novate all or any of its rights or obligations under this Agreement to a related Body Corporate of the party provided that it gives the other party not less than 30 days prior written notice.
- 20.5 Jurisdiction and governing law: This agreement is governed by the laws in force in New South Wales, the courts of which shall have non-exclusive jurisdiction to determine all matters arising from the agreement and its performance.

SUPER CHOICE APPLICATION FORM (FOR EMPLOYERS ONLY)

Instructions

Please complete all sections of this form in clear print and tick where appropriate. It is important you complete all of the sections so that payments can be arranged to and from the correct accounts.

1. Payment group name and contact details

Organisation name		ABN	
Address			
Suburb		State	
Phone Number		Fax Number	
Contact Name		Contact Email Address	
Contact Title		Contact Telephone Number	

2. Payroll details

Total number of employees:	Employees in default fund:
Payroll system used:	Employees in Choice Funds:

3. Payment details

Payment Method:	Payment frequency:
<input type="checkbox"/> Direct Credit <input type="checkbox"/> Direct Debit	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly

3. Employer Financial Details (all financial details must be entered)

This form provides us with the Bank Account details we require to remit payments back to you if the money is unable to be allocated and is rejected by the superannuation fund.

4. Bank/Financial Institution Account Details

Bank / Financial Institution name			
Address where account is held			
Suburb		State	Postcode
Account name			
BSB number		Account number	

5. Authorisation

To: PayClear Services Pty Limited (User ID 359231) ABN 93 124 852 320	
In completing this application, you declare that you have read and understood this Product Disclosure Statement and the Terms and Conditions.	
Authorised Signature	Name
Date	

DIRECT DEBIT REQUEST (DDR) LODGEMENT FORM

Direct debit is a simple option to pay your superannuation contribution payments through SuperChoice's payment service provider, PayClear Services Pty Limited (Australian Financial Services Licence 314357 and Direct Debit User ID 359231). Before choosing this option, you should check with your financial institution to ensure that the DDR facility is available with your account and then complete this form in block letters using blue or black pen.

Your Details

Organisation name		ABN	
Address			
Suburb		Postcode	
Phone Number		Fax Number	
Contact Name		Email Address	
Contact Name		Email Address	

Your Bank/Financial Institution Account Details

Bank / Financial Institution name			
Address where account is held			
Suburb		Postcode	
Account name			
BSB number		Account number	

Authorisation

<p>To: PayClear Services Pty Limited (User ID 359231) ABN 93 124 852 320 Commencing immediately, I/we authorise you as the payment service provider for PayClear, to arrange for funds to be debited from the account specified above in the amounts specified in the Contribution Schedule sent using the SuperChoice system. <i>Note: If a Joint account is to be debited, both signatures are required.</i></p>	
Authorised Signature	Authorised Signature
Date	Date

PayClear Direct Debit - Client Service Agreement

Our commitment to you,

Drawing arrangements:

PayClear will draw the exact amount that you authorize via the SuperChoice Payment Service.

If the payment is authorized on the SuperChoice Payment System before 4pm on a given business day the payment will be drawn from your account on that day. If a payment is authorized after 4pm or on a non-business day the payment will be drawn on the next business day.

We will not change any details of drawings arrangements without *giving you at least fourteen (14) days written notice*.

We reserve the right to cancel the PayClear direct debit client service arrangement if two or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential

Your rights:

You may terminate the PayClear direct debit client service arrangement at any time by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 14 business days prior to your next payment.

You may stop payment of a drawing under the PayClear direct debit client service arrangement by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 5 business days prior to the due date.

You may request change to the drawing amount and/or frequency of the PayClear direct debit client service arrangement drawings by contacting us and advising your requirements no less than 5 business days prior to the due date.

Where you consider that a drawing has been initiated incorrectly [outside the PayClear direct debit client service arrangement] you may take the matter up directly with us, or lodge a Direct Debit Claim through your nominated Financial Institution.

Your responsibilities:

Your commitment to us,

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.

It is your responsibility to ensure that the authorization given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

It is your responsibility to advise us if the account nominated by you to receive the PayClear direct debit client service arrangement is transferred or closed.

It is your responsibility to arrange with us a suitable alternate payment method if wish to cancel the PayClear direct debit client service arrangement.