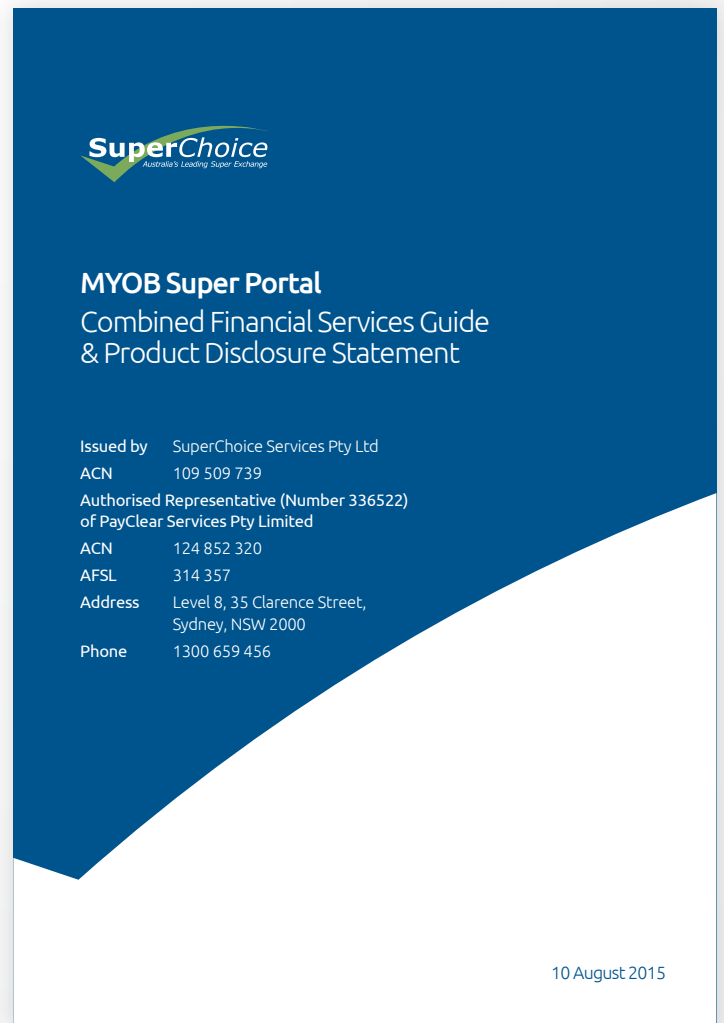
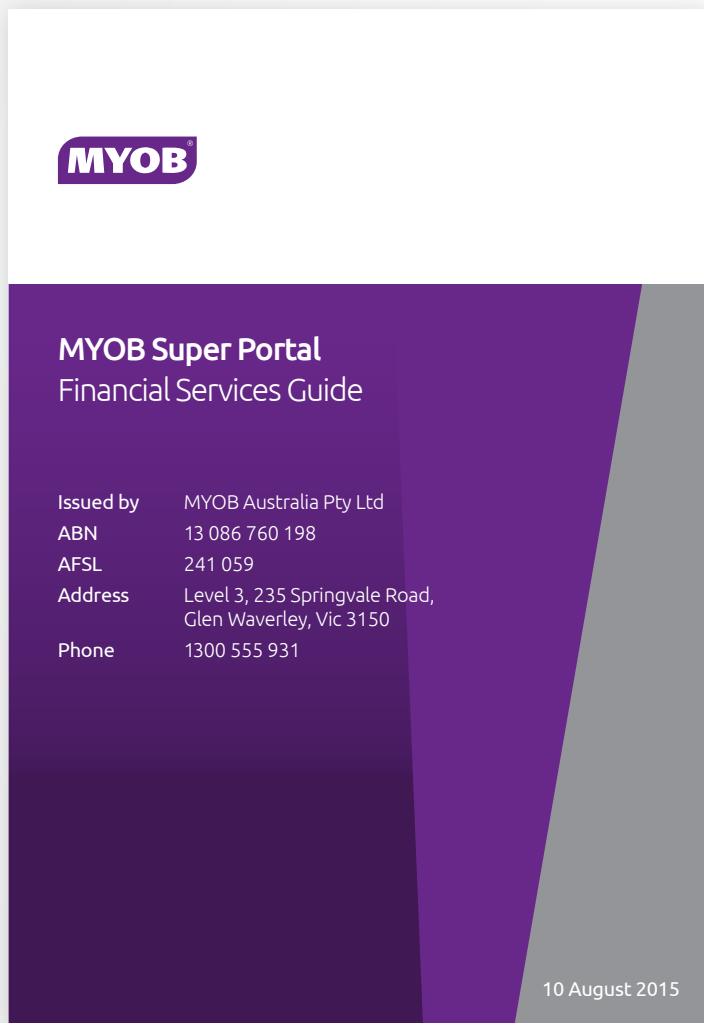


MYOB Super Portal

Please find enclosed two documents related to the MYOB Super Portal.

- 1 MYOB Financial Services Guide
- 2 SuperChoice Combined Financial Services Guide & Product Disclosure Statement

These documents contain important information to help you make an informed decision, before choosing to register to use the MYOB Super Portal.





MYOB Super Portal

Financial Services Guide

Issued by	MYOB Australia Pty Ltd
ABN	13 086 760 198
AFSL	241 059
Address	Level 3, 235 Springvale Road, Glen Waverley, Vic 3150
Phone	1300 555 931

10 August 2015

Financial Services Guide for MYOB Australia Pty Ltd in relation to the MYOB Super Portal

About this document

This Financial Services Guide ('FSG') is an important document prepared and provided by MYOB Australia Pty Ltd ABN 13 086 760 198 ('MYOB', 'we', 'us' or 'our'). Our contact details are set out on the last page of this FSG. This FSG only sets out the range of financial services and the type of financial product that we are authorised to provide under our Australian Financial Services Licence 241 059 ('AFSL') in relation to the MYOB Super Portal (which is an MYOB branded superannuation clearing house facility). If we provide you with other financial services, we may provide you with a separate FSG containing information relevant to those services.

The purpose of the document is to inform you of those matters required under the Corporations Act 2001 'Cth' ('Act') and the regulations made pursuant to the Act ('Regulations') and to assist you in deciding whether to use the financial services we provide in relation to the MYOB Super Portal. It includes information about:

- the relationship we have with SuperChoice Services Pty Limited ABN 78 109 509 739 (SuperChoice) which is the provider of the MYOB Super Portal;
- how we and our associates are remunerated in relation to the services offered in relation to the MYOB Super Portal; and
- our internal and external complaints handling procedures and how these are available to you.

Before you start using the MYOB Super Portal, you will also receive the MYOB Super Portal Combined Financial Services Guide & Product Disclosure Statement dated 10 August 2015 which is prepared and provided by SuperChoice (the 'Combined FSG & PDS'). The Combined FSG & PDS contains important information about the MYOB Super Portal to help you make an informed decision.

Financial services and products MYOB is authorised to provide

We are authorised under our AFSL to provide the following financial services in relation to the MYOB Super Portal:

- general financial product advice; and
- dealing in financial products on behalf of others.

These services will be provided by us in relation to the MYOB Super Portal, which is a financial product, being a non-cash payment product.

Who does MYOB act for when providing the financial services?

We are responsible for the financial services we provide to you under our AFSL.

What is our relationship with SuperChoice?

SuperChoice is the provider of the MYOB Super Portal. We have entered into an agreement with SuperChoice to make the MYOB Super Portal available to MYOB clients.

Client Instructions and Communications

Our role in making the MYOB Super Portal available to our clients will include:

- communicating to eligible clients about the availability and features of the MYOB Super Portal to meet their SuperStream compliance obligations;
- facilitating the up-front client registration process including provisioning, maintaining and hosting an online registration portal, provision of the Combined FSG & PDS for the MYOB Super Portal and facilitating the verification of the client's nominated bank account;
- providing help desk support and communication to clients using the MYOB Super Portal; and
- providing product updates to enable a compatible super contribution file to be generated that can then be up loaded into the MYOB Super Portal.

Please note that we will not be handling any funds on behalf of our clients, in respect of the MYOB Super Portal.

Clients can give us instructions or communicate with us by using the contact details set out on the last page of this FSG. Generally, clients need to give us instructions in writing (e.g. email or letter) or another method as agreed between the client and MYOB.

Remuneration for the services we provide

We will not receive any fees, remuneration commissions or other benefits in respect of the MYOB Super Portal.

You are not currently required to pay any fees in respect of your use of the MYOB Super Portal. Provided that you have and maintain an active subscription for your MYOB product, we will cover all transaction fees associated with your use of the MYOB Super Portal and pay those costs to SuperChoice. The transaction fees are calculated on a per employee contribution basis.

SuperChoice reserves the right to charge you directly for refunds, investigations or stop payment ('Other Fees') at its discretion. SuperChoice will provide you with at least 30 days' notice in the event that any Other Fees are introduced.

In addition, SuperChoice and its related bodies corporate may receive fees, remuneration or other benefits in relation to the MYOB Super

Portal including any interest earned on any transaction made through the MYOB Super Portal and any other fee specified in the Combined FSG & PDS.

You may request particulars of the remuneration (including commission) or other benefits set out above but you must make such a request within a reasonable time of being given this FSG and before we provide you with any financial service described in it.

Compensation and insurance arrangements

We hold a professional indemnity insurance policy ('the Policy'), which satisfies the requirement for compensation arrangements under section 912B of the Corporations Act.

Subject to its terms and conditions, the Policy provides cover for civil liability resulting from third party claims concerning the professional services provided by us and our employees and representatives.

The Policy covers professional services provided by employees and representatives of MYOB while they are in our employ, even where that employee or representative has subsequently left our employ.

What to do if you have a concern?

Contacting us - You are entitled to enquire into or complain about the services you receive from us in relation to the MYOB Super Portal. You should contact us immediately if you suspect an error has occurred in a transaction or if you experience any other problems concerning the use of the MYOB Super Portal. You should do this by either calling the MYOB Super Portal support team, emailing us or by writing to us. Our full contact details are set out at the end of the page.

What we will do - We will promptly look into your concern and decide what course of action should be taken. We will seek to resolve your concern immediately, however if that is not possible, we will aim to resolve it within 5 business days. If this is not possible, we will keep you informed of progress and how long it is expected to take to resolve.

Please note that separate SuperChoice dispute resolution procedures apply to transactions effected through the MYOB Super Portal. See the Combined FSG & PDS for further information.

If you are not satisfied with our response? - If you are not satisfied with the response we give you to resolve your concern, you have the option of contacting the Financial Ombudsman Service ('FOS'), of which MYOB is a member. FOS is established to help clients with complaints they cannot resolve directly with the relevant entity. It is independent and impartial and MYOB is bound by its decisions. You can contact FOS by calling 1300 780 808, or by writing to: Financial Ombudsman Service, GPO Box 3 Melbourne VIC 3001.

Privacy and AML/CTF

You consent to us collecting, using and disclosing your personal information for the purpose of making the MYOB Super Portal, and associated services that you request, available to you. We value your privacy. You can read more about how we protect and handle your personal information in the MYOB Group Privacy Policy, found on our website at www.myob.com/privacy.

We may be required to implement certain customer identification processes to comply with our obligations under the Anti-Money Laundering ('AML') and Counter-Terrorism Financing ('CTF') Act and its corresponding rules and regulations. We may need to obtain information about you at the time of providing financial services to you and from time to time thereafter, in order to meet our legal obligations. We are also subject to reporting obligations under the AML/CTF Act. We may be required to provide external third parties and regulators with information obtained from or about you, so that we can comply with any reporting requirements.

Contacting us

Phone	1300 555 931
Website	www.myob.com.au
Office address	Level 3, 235 Springvale Road, Glen Waverley, Melbourne Victoria 3150
Postal address	MYOB Australia Pty Ltd, Level 3, 235 Springvale Road, Glen Waverley, Victoria 3150
Email	paysuper@myob.com





MYOB Super Portal

Combined Financial Services Guide & Product Disclosure Statement

Issued by SuperChoice Services Pty Ltd

ACN 109 509 739

Authorised Representative (Number 336522)
of PayClear Services Pty Limited

ACN 124 852 320

AFSL 314 357

Address Level 8, 35 Clarence Street,
Sydney, NSW 2000

Phone 1300 659 456

10 August 2015

MYOB SUPER PORTAL

Financial Services Guide

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: 10 August, 2015.

Introduction

SuperChoice Services Pty Limited ("SuperChoice") is contracted to MYOB Australia Pty Ltd ("MYOB") to provide a non cash payment facility being a superannuation clearing house facility ("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 License Number 314357. The Clearing House Facility provided by SuperChoice will be branded as the MYOB Super Portal.

Established in 1991, MYOB is a leading Australian accounting software provider. Its aim is to make life easier for approx. 1.2 million businesses across Australia and New Zealand by offering solutions for simplifying many business activities including accounting, payroll, tax, CRM, websites, job costing, practice management, inventory, mobile payments and more.

MYOB also provides ongoing client support via many channels including a network of over 40,000 accountants, bookkeepers and other consultants. It is committed to ongoing innovation, particularly in cloud computing solutions, and spends more than AU\$35 million annually on research and development. For more information, visit myob.com.au

Purpose of this document

This document contains general information only and is not personal advice. The document is not intended to provide, and should not be relied upon, for accounting, legal or tax advice. This document has been prepared without taking into account any person's objectives, financial situation or needs. Before making any decision to use or continue to use the MYOB Super Portal, a person should consider the product disclosure statement contained in this document and assess whether the MYOB Super Portal is appropriate having regard to the person's objectives, financial situation and needs.

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 ("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 MYOB, SuperChoice and PayClear

MYOB will provide its clients with access to the Clearing House Facility, that will be branded the MYOB Super Portal, as part of its business management software services. MYOB will identify and facilitate registration of its clients that intend to use the MYOB Super Portal and will provide help desk support together with other functions as set out in the MYOB FSG which is attached to this document.

MYOB may be contacted as follows:

Post MYOB Australia Pty Ltd
Level 3, 235 Springvale Road, Glen Waverley Vic 3150

Phone 1300 555 931

Email paysuper@myob.com

Website www.myob.com.au

Both SuperChoice and PayClear may be contacted as follows:

Address Level 8, 35 Clarence Street
Sydney NSW 2000 Australia

Phone 1300 659 456

Fax 61 2 8038 6823

Email superchoickeenquiries@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 from MYOB for the SuperChoice Services. The remuneration that SuperChoice receives from MYOB is in the form of a transaction fee that is calculated on a per employee contribution basis. At the date of this FSG SuperChoice's typical transaction fee is \$0.50 per contribution, which may vary according to the nature and quantum of the transactions.

In providing the Clearing House Facility as a subcontractor of SuperChoice, PayClear receives interest on the funds debited from recipients of the SuperChoice Services from the Bank that holds these funds. 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 USI (where relevant)
- Details of the problem
- The date when the problem occurred and;
- Your phone 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.

MYOB SUPER PORTAL

Product Disclosure Statement

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").

Introduction

This PDS is intended to comply with SuperChoice's obligation under the Act and Regulations to provide a PDS to its clients and also sets out terms and conditions under which the SuperChoice Services are provided, irrespective of whether the Act or Regulations require a PDS to be provided.

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 MYOB, SuperChoice and PayClear

MYOB will provide its clients with access to the Clearing House Facility, that will be branded the MYOB Super Portal, as part of its business management software services. MYOB will identify and facilitate registration of its clients wishing to use the MYOB Super Portal and will provide help desk support together with other functions as set out in the MYOB FSG which is attached to this document.

MYOB may be contacted as follows:

Post MYOB Australia Pty Ltd
Level 3, 235 Springvale Road, Glen Waverley Vic 3150

Phone 1300 555 931

Email paysuper@myob.com

Website www.myob.com.au

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 1300 659 456

Fax 61 2 8038 6823

Email superchoiceenquiries@superchoice.com.au

Website www.superchoice.com.au

Superchoice and the clearing house facility at a glance

Who can use the MYOB Super Portal provide by SuperChoice Services

- MYOB payroll clients that maintain an active paid subscription for their MYOB product and who want a SuperStream compliant, simple, secure and cost-effective way of managing their employee superannuation contributions online.

Benefits of using the SuperChoice Services

- SuperStream Compliance – the MYOB Super Portal will ensure your superannuation remittances are Superstream compliant
- Replace multiple payments to participating superannuation funds with one online payment.
- Online access to review historical remittances
- Online interface that allows multiple funds to send back information regarding payments made.
- Reduces unnecessary strain on staff and resources.

Payment Method

Clients of the Clearing House Facility will be required to complete a Direct Debit authorisation when registering 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.

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, 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 financial institution account and SuperChoice arranges for distribution of the relevant remittance advices and payments, in a Superstream compliant format, 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 and other SuperChoice Services.
- The Clearing House Facility.

The SuperChoice Software

This enables you to access the electronic payment facility. MYOB provides help desk support if you experience any problems accessing the SuperChoice Services, and SuperChoice provides support to MYOB in case of any problems relating to the software itself.

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. Included in the terms and conditions later in this document are the terms which govern the relationship between the you and us through our agent PayClear in respect of Direct Debits made by PayClear with your 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.

Getting Started

To register for the SuperChoice Services, complete the registration process as managed by MYOB. This process includes completion of a direct debit authorisation.

Once you have been registered, you will be sent a confirmation that the Service is available for you to use.

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>			
Privacy: Disclosing to your employees that you are making payments through a 3rd party	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.	We can provide you with a Privacy Policy which sets out the purposes for which personal information can be used (superannuation purposes).	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.
Security: Unauthorised Access	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. You must ensure you do not facilitate unauthorised access to the Services.	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. We must be notified immediately if your Login or Password is lost or stolen or if you suspect that another person knows or has used its Login or Password. If you notify us, SuperChoice will cancel a Login or Password immediately.	Notify us immediately in the event of any unauthorised access. Structure administrator access so only your appropriate employees have the appropriate level of access.

Risk	Description	How we help mitigate the risk	What you need to do
<i>Employer Mistakes</i>			
Stopping Payments: In certain circumstances, you may seek to stop a payment (eg duplicate payment or overpayment)	Once contribution information has been lodged through the Service with a cleared payment, it cannot be cancelled or reversed unless you have been notified before the cut-off time (see the Terms and Conditions). Once contributions have been sent to the superannuation fund, you will 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).	We have systems for lodging a stop payment but we must be notified within the cut-off times.	It is imperative if you wish to cancel or reverse a payment that you notify MYOB immediately upon realising an incorrect contribution has been made so that MYOB can use best endeavours to notify us before the cut-off time so that the payment can be stopped.

Risk	Description	How we help mitigate the risk	What you need to do
<i>Employer (Employee) Mistakes</i>			
<p>Inaccurate Data:</p> <p>It is your responsibility to ensure information about the employee and contribution are accurate. If you provide inaccurate or incomplete information, this may result in a contribution being rejected, delayed or even sent to the wrong superannuation fund.</p>	<ul style="list-style-type: none"> • Inaccurate data might include: • Use of a wrong product • Unique Superannuation Identifier (USI) or Australian Business Number (ABN) for the super fund • Incorrect Member Identification (wrong member number) • 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>We provide numerous validation tools to assist you to validate information and many of the funds login to electronic portals to correct information originally supplied such as:</p> <p>Fund validation</p> <ul style="list-style-type: none"> • Checking USI's 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 numbers held with the superannuation fund where they are registered with the fund. <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>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), you 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 our Service (e.g. incorrect product, incorrect memberID or assign a Fund employer Number), you may need to correct information either on our Service or in 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>

Risk	Description	How we help mitigate the risk	What you need to do
<i>Clearing House and Banking Risks</i>			
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, you may not meet your 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>You can view EFT details online including EFT payment reference ID and receipt by EFT is ordinarily next business day.</p> <p>You should validate that the bank account provided by an employee for their SMSF is actually held in the name of the SMSF (eg. request to view a copy of a bank statement).</p>
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>	<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.</p>

Risk	Description	How we help mitigate the 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, you will re-direct the contribution to your default fund or an alternative choice fund.	<p>You need to check these warnings when first linking the employee to the chosen fund.</p> <p>In certain circumstances, you may be able to contribute to a blocked fund because you may be an approved employer.</p>
<p>Employer Registration:</p> <p>Fund has rules or conditions which require registration paperwork to be completed otherwise the contribution may be delayed or refunded with the requisite Superannuation Guarantee liability.</p>	<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 register, it is binding itself to the fund's conditions in regards to payment frequency, and notifying the fund about exited employees.</p>	<p>We provide a warning system in regards to funds that have registration requirements.</p> <p>You are given the option to re-direct to the default fund, or ask the employee to exercise choice for another fund that does not carry registration requirements or complete the funds registration requirements separately.</p>	If you wish to contribute to funds that require registration, you must complete the fund's registration paperwork before any contributions are made.

FEES AND CHARGES

Transaction Fees:

For MYOB clients that maintain an active paid subscription for their MYOB product, MYOB will cover all transaction fees associated with their use of the MYOB Super Portal. This excludes fees listed under Other Fees below.

Other Fees:

SuperChoice does not currently charge other fees. However SuperChoice reserves the right to charge you 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 in this PDS, and the online or paper based Registration Form for the MYOB Super Portal.

TERMS AND CONDITIONS

SuperChoice Services Pty Limited, hereafter referred to as ("SuperChoice"), is contracted to MYOB Australia Pty Ltd ("MYOB") to provide certain services including a superannuation Clearing House Facility which will be branded as the MYOB Super Portal.

The following terms and conditions represent the agreement between SuperChoice and you, as an MYOB client, in relation to the delivery of the SuperChoice Services to you.

In these terms and conditions, 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. A Direct Debit Authority is the authority to make direct debits from your nominated financial institution when you register for the SuperChoice Services.

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 9.0 (or later) and Mozilla Firefox 37 (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:
- Create User Accounts for staff to access the service
 - Create/Change/Update employer details
 - Upload payroll file
 - Create contributions through payroll upload or e-form
 - Authorise and make contributions
 - Authorise and make payments for fees
 - Register new employees (members)
 - Nominate the employee's Superannuation Fund
 - Allocate contribution types
 - Assign contribution amounts to employees
 - Change/update/amend employee details
 - Notification of exiting employees
 - Establish a Fund is a complying Fund
 - Match the unique Fund Identifiers (USI, ABN, Fund Name)
 - 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
- 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.
 - It will withdraw (via Direct Debit) the Contribution from Client's financial institution account.
 - If Contribution Data has not been provided in full, or has an error or defect, it will endeavour to contact Client within 2 working days to resolve the error and either return the Contribution or prepare a re-submission of the Contribution.

(d) 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.

(e) 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 3 Business Days of receiving accurate and compliant Contribution Data.

7 Making contributions through the SuperChoice Services

- 7.1 By Direct Debit
- A valid Direct Debit Authority must be in place to provide the Service. If Client cancels or revokes the Direct Debit Authority or Client's financial institution account is closed or not available for deduction, SuperChoice cannot provide the Service.
 - Client must make sure that its financial institution 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.

8 Contribution Data Services - Obligations

- 8.1 Client obligations
- 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 2 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 the financial institution 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 financial institution 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 Provided you have and maintain an active subscription for your MYOB product, MYOB will pay the transaction fees for the provision of the service other than fees in respect of Refunds, Investigations, or Stop Payments ("Other Fees").
- 14.2 If Other Fees are imposed a tax invoice will be provided 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 Direct Debit Service Agreement

15.1 Drawing Arrangements

- (a) PayClear will draw the exact amount that you authorise in the Contribution Data lodged via the MYOB Super Portal
- (b) If the Contribution Data is received on the MYOB Super Portal before 4pm on a given business day the payment will be drawn from your account on that day. If Contribution Data is received after 4pm or on a non-business day the payment will be drawn on the next business day.
- (c) We will not change any details of drawings arrangements without giving you at least fourteen (14) days written notice.
- (d) We reserve the right to cancel the direct debit arrangement if two or more drawings are returned unpaid by your nominated financial institution and to arrange with you an alternate payment method.
- (e) We will keep all information pertaining to your nominated account at the financial institution, private and confidential

15.2 Your Rights

- (a) You may terminate the Direct Debit Authority at any time by giving written notice directly to MYOB, us, or through your nominated financial institution. Notice given to MYOB or us should be received by at least 14 business days prior to your next payment.
- (b) You may stop payment of a drawing under the Direct Debit Authority by giving written notice directly to MYOB or us, or through your nominated financial institution. Notice given to MYOB or us should be received by us at least 5 business days prior to the due date.
- (c) You may request a change to the drawing amount and/or frequency of the Direct Debit Authority drawings by contacting MYOB or us and advising your requirements no less than 5 business days prior to the due date.
- (d) Where you consider that a drawing has been initiated incorrectly outside the Direct Debit Authority you may take the matter up directly with us, or lodge a Direct Debit Claim

through your nominated financial institution.

15.3 Your Responsibilities

- (a) It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.
- (b) It is your responsibility to ensure that the Direct Debit Authority is identical to the account signing instruction held by the financial institution where the account is based.
- (c) It is your responsibility to advise MYOB or us if the account nominated by you in the Direct Debit Authority is transferred or closed.
- (d) It is your responsibility to arrange with MYOB or us a suitable alternate payment method if wish to cancel the Direct Debit Authority.

16 Warranties

- 16.1 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.

17 Limits to SuperChoice Liability

17.1 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.

17.2 Client's Liability

- (a) Client must indemnify SuperChoice and MYOB against any loss, liability or damage which SuperChoice or MYOB 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.

18 Limit to Client's and SuperChoice's Liability

- 18.1 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).

19 Termination

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

- 19.2 SuperChoice may suspend the Services if the Client is in default of any of its obligations until such default is rectified. This includes where the Client cancels their MYOB product subscription.
- 19.3 The Client may suspend payment of Other Fees if SuperChoice is in default of any of its obligations under this Agreement until such default is rectified.
- 19.4 SuperChoice may suspend or terminate the services if MYOB fails to pay SuperChoice's fees and charges and the Client fails to make alternative payment arrangements within 14 days of receiving notice so to do.
- 19.5 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.
- 19.6 On termination of this Agreement, the Client will return all hardcopies and delete all electronically stored copies of SuperChoice's documentation and materials.
- 19.7 The parties will meet their own expenses associated with discharging their obligations on termination of the Agreement.

20 Changes to the Agreement

- 20.1 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.

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

21 General Provisions

- 21.1 The parties will be deemed to have entered into this Agreement when SuperChoice accepts the Client's Application to receive the SuperChoice Services.
- 21.2 Entire Agreement: This combined Financial Services Guide & Product Disclosure Statement, and the Registration Form for the MYOB Super Portal constitute the entire agreement of the parties in respect of the SuperChoice Services.
- 21.3 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.
- 21.4 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.
- 21.5 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.



