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# MYOB Pay Super

## Financial Services Guide

1 February 2022

Issued by MYOB Australia Pty Ltd ABN 13 086 760 198

Australian Financial Services Licence No. 241059

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## Financial Services Guide

### 1. FINANCIAL SERVICES WE PROVIDE

MYOB is authorised to:

- provide general financial product advice for deposit and payment products limited to non-cash payment products; and
- deal in a financial product by:
  - issuing, applying for, acquiring, varying, or disposing of deposit and payment products limited to non-cash payment products,

to retail clients.

These services will be provided by us in relation to MYOB's Pay Super, which is a financial product known as a "non-cash payment product". The financial services provided by MYOB in relation to MYOB Pay Super include marketing the service, providing recommendations and opinions regarding using the service, and making the service available to customers.

### 2. THE PURPOSE OF THIS FSG

This Financial Services Guide (FSG) is an important document prepared and provided by MYOB Australia Pty Ltd ABN 13 086 760 198 / AFSL No. 241059 (**MYOB, we, us or our**).

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 to decide whether to acquire a non-cash payment facility (**Clearing House Facility**) from SuperChoice Services Pty Limited ABN 78 109 509 739 / Authorised Representative No. 336522 (**SuperChoice**) of PayClear Services Pty Limited ABN 93 124 852 320 / AFSL No. 314357 (**PayClear**).

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.

In conjunction with this FSG, you will receive a Product Disclosure Statement (**PDS**) 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.

Before making any decision to use or continue to use MYOB Pay Super, you should consider the PDS and assess whether MYOB Pay Super is appropriate having regard to your objectives, financial situation and needs.

### 3. ROLES AND CONTACT DETAILS OF MYOB,

MYOB Pay Super provides you with the ability to electronically process superannuation contributions to your employees nominated Superannuation Funds from within your MYOB Product.

MYOB will identify and facilitate registration of its customers that intend to use MYOB Pay Super and will provide online help which can be accessed by visiting [MYOB Pay Super online help pages](#).

### 4. REMUNERATION OF MYOB,

MYOB receives monthly subscription fees for the use of MYOB products, which includes access to MYOB Pay Super for customers.

These fees are set out at <https://www.myob.com/au> in the Pricing Plans.

In providing the Clearing House Facility, SuperChoice and PayClear receive remuneration from MYOB for the services provided.

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.

SuperChoice receives transaction fees that are calculated on a per employee contribution basis from MYOB and PayClear receives interest on the superannuation contributions transferred using MYOB Pay Super. The funds are held in an account pending disbursement of contributions to the relevant superannuation funds. The interest that PayClear receives at the date of this FSG is 0.25% per annum. This rate will fluctuate upwards and downwards according to fluctuations in interest rates.

PayClear reserves the right to charge you directly for refunds, dishonours, investigations or stop payment, at its discretion.

## 5. OTHER DISCLOSURE DOCUMENTS YOU MAY RECEIVE

This FSG only sets out the range of financial services and the type of financial product that we are authorised to provide under our AFSL No. 241059 in relation to MYOB Pay Super. If we provide you with other financial services, we may provide you with a separate FSG containing information relevant to those services.

This FSG should be considered alongside the PDS for MYOB Pay Super issued by PayClear.

## 6. INSURANCE ARRANGEMENTS

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

## 7. WHAT TO DO IF YOU HAVE A CONCERN

### Contacting us

If you have any concerns related to your use of MYOB Pay Super, including where you suspect an error has occurred with a Payment:

You should do this by either:

- calling the MYOB Pay Super support team on 1300 555 931, or
- emailing us at [paysuper@myob.com.au](mailto:paysuper@myob.com.au).

MYOB has arrangements in place for handling complaints. If you contact us with a complaint, we will acknowledge your complaint within a day and will make every effort to resolve your issue within 30 days.

### 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 30 business days. If this is not possible, we will keep you informed of progress and how long it is expected to take to resolve.

### If you are not satisfied with our response

If you are not satisfied with the response, we give you to resolve your concern or complaint, you have the option of contacting the Australian Financial Complaints Authority (AFCA), the external dispute resolution scheme of which MYOB is a member.

You can contact AFCA by:

- calling 1800 931 678;
- emailing [info@afca.org.au](mailto:info@afca.org.au); or
- post to:  
Australian Financial Complaints Authority Limited,  
GPO Box 3 Melbourne, VIC 3001

AFCA also has an online complaints form: <https://www.afca.org.au/about-afca/contact-us/>

You can choose to take your complaint direct to AFCA.

Please note that in some circumstances AFCA may refer your complaint back to MYOB.

## 8. PRIVACY

You consent to us collecting, using and disclosing your personal information for the purpose of providing MYOB Super Pay, 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](http://www.myob.com/privacy).

## 9. OUR CONTACT DETAILS

We may be contacted as follows:

- Address: Level 3, 168 Cremorne St, Cremorne VIC 3121
- Email: [paysuper@myob.com](mailto:paysuper@myob.com)
- Phone: 1300 555 931 between 9am – 5pm (Eastern time) Monday to Friday



## Product Disclosure Statement

# *MYOB Pay Super*

Issued by Payclear Services Pty Ltd ABN 93 124 852 320

Australian Financial Services License Number 314357

This PDS is dated 17 January 2022

## Product Disclosure Statement

This Product Disclosure Statement ('PDS') is prepared and provided by Payclear Services Pty Ltd ABN 93 124 852 320 AFSL 314357 ("PayClear") the operator of a non-cash payment facility (clearing house facility called *MYOB Pay Super*).

The PDS is an important document. Its purpose is to provide you with information to assist you in deciding whether to use *MYOB Pay Super*, a clearing house facility for superannuation contributions accessible through *MYOB products*.

PayClear's related company and authorised representative, SuperChoice Services Pty Limited ABN 78 109 509 739 (authorised representative number 366522), has been contracted by MYOB to provide a clearing house facility to employers that are considering the use of MYOB Pay Super. MYOB has consented to the inclusion of references to MYOB in this PDS.

See the Glossary at pages 13-15 of this PDS where certain terms commencing with upper-case initial letters and other commonly used terms used throughout this PDS and the Terms and Conditions are defined.

You should also review the Financial Services Guide (FSG) that has been prepared and issued by MYOB Australia Pty Ltd (ABN 13 086 760 198) holder of Australian Financial Services Licence Number 241059 relating to the use of MYOB Pay Super.

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### **Contact details of Payclear**

PayClear and SuperChoice may be contacted as follows:

- Address: Level 8, 35 Clarence Street, Sydney NSW 2000
- Email: [services@superchoice.com.au](mailto:services@superchoice.com.au)
- Phone: 1300 659 456 between 9.00 am and 5.00 pm (NSW time)

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### **Contact details of MYOB**

MYOB may be contacted as follows:

- Address: Level 3, 168 Cremorne St, Cremorne VIC 3121
  - Email: [paysuper@MYOB.com](mailto:paysuper@MYOB.com)
  - Phone: 1300 555 931 between 9am – 5pm (Melbourne time) Monday to Friday
  - URL: [www.myob.com.au](http://www.myob.com.au)
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# The Clearing House Facility at a glance

## Who can use Pay Super

- *MYOB* customers on certain *MYOB* subscriptions who want a simple, secure and cost-effective way of paying their employees' superannuation contributions.

## Benefits of using Pay Super

- **Integrated with your Accounting Software:** You no longer need to memorise and recall login and password details for multiple super funds and can aggregate your superannuation contribution payments in familiar software you use in your business all the time
- **Single Payment:** Multiple payments to various superannuation funds are replaced with one online payment.
- **SuperStream Compliant:** Superannuation payments and contributions data are remitted electronically as is required by the Australian Tax Office ("**ATO**").
- **Accessibility:** The product is available 24/7, except when unavailable because of scheduled or emergency maintenance.
- **Support:** Employers are provided with a support infrastructure. There is also an online support team and an online help centre to assist you with any problems you have.
- **Audit Trails:** Online access to all the payments and payment reference numbers enables immediate access to information to support inquiries from any of your employees.
- **Accuracy:** Validation checks to ensure information is complete, correct, compliant and consistent.
- **Security:** Information is protected by a cryptographic key system which is widely used by banks for internet banking applications.

## Payment

Direct debit is the method required to pay your superannuation contribution payments.

As part of the Registration process, a Direct Debit Request that authorises PayClear Services Pty Ltd (Direct Debit User ID 481471) to deduct the periodic totals of your superannuation payments from your nominated bank account must be completed.

The total of the amounts you nominate for each periodic superannuation contribution payment will be deducted from your bank account and disbursed to the various nominated superannuation funds.

## Fees and charges

The cost of *MYOB Pay Super* is included in your *MYOB Product*.

These fees are set out at <https://www.myob.com/au/pricing>.

PayClear may charge you a fee of \$12.50 in some circumstances, including for refunds, dishonours, investigations or stop payments.



## Getting started

To register for *MYOB Pay Super*, you will need to use a MYOB Product and pay certain subscription fees.

You will need to undertake a registration process, in which you accept the terms and conditions included in this PDS and provide your Direct Debit details when you register.

*MYOB* and *PayClear* will validate the information entered when registering and confirm your registration via email. Once this confirmation is received you are set up to make superannuation payments using *MYOB Pay Super*.

If you are approved to use *MYOB Pay Super*, you will be able to access online help at any time, by visiting our *MYOB Pay Super* online help pages.

## MYOB Pay Super in-detail

*MYOB Pay Super* provides you with the ability to electronically process superannuation contributions to your employees nominated Superannuation Funds from within your *MYOB* Product. *MYOB Pay Super* is fully compliant with the Australian Governments' SuperStream requirements.

*MYOB Pay Super* enables you to create a single Payment Message containing details of all superannuation contributions and associated payments for each of your employees.

*PayClear* is authorised to disburse your employee's superannuation contributions to the relevant Superannuation Funds on your behalf. A single debit is made to the *employer's nominated bank account* for the total of all superannuation contributions contained in each Payment Message.

The instructions to pay various superannuation funds are collated and one *Direct Debit* is made from your Nominated Bank Account to *PayClear*.

*PayClear* direct debits the nominated bank account and arranges for SuperStream compliant messages and contribution payments to be delivered to the relevant superannuation funds.

## SuperStream Compliance

SuperStream is the way businesses must pay employee superannuation guarantee contributions to super funds. With SuperStream, money and data are sent electronically in a standard format.

One of the benefits of *MYOB Pay Super* is that it has been designed to make you fully compliant with your SuperStream obligations.

A summary of those key benefits and compliance measures is set out in the table overleaf. In the following Table, "Service" refers to the services provided when *MYOB Pay Super* is used.

Benefit	How the Service operates to support SuperStream compliance.	What you need to do
<p>To be compliant with SuperStream, alongside electronic payment, an electronic report detailing the contributions is required to be sent to the superannuation fund.</p> <p>It is mandatory for you to provide the minimum data for the employees (members) you are paying for.</p>	<p>The Service applies validations to ensure that a minimum data set is captured. The Service will then take that data and present it to the fund in a SuperStream compliant, electronic format.</p>	<p>By using the product, you will be providing the minimum data set and the data will be sent to funds in the correct format.</p> <p>However, superannuation funds may seek clarification from you around important conditional detail like the MemberID and contact details of the employee (if they are inconsistent with the details the fund holds).</p>
<p>To be SuperStream compliant, paying the superannuation fund with a cheque is not an acceptable payment method. All superannuation contributions are paid electronically through the use of the product.</p>	<p>Your nominated bank account is direct debited for the relevant amount to cover the contributions for the period.</p> <p>The contributions are then paid electronically to the superannuation funds.</p>	<p>Ensure you provide the correct bank account details and you do have sufficient money in your nominated bank account to pay for the contributions in a given period.</p>
<p>SuperStream compliant messages and payments to funds are linked with the Payment Reference Number (PRN).</p>	<p>The product makes payment to the funds electronically. The Service provides you with full visibility of data and the related payment being sent out to the funds. You will be able to view the Payment Reference Number, the amount and the date on which the payment was made out to the fund.</p> <p>Also, data and payment to the fund is reconciled before sent to the fund.</p>	<p>By using the Service correctly in accordance with instructions and user guides, you will be SuperStream compliant.</p> <p><i>MYOB Pay Super</i> will store the Payment Reference Number and related payment for ATO audit trail purposes.</p> <p><i>MYOB Pay Super</i> provides you with full visibility of data and the related payment being sent out to the Superannuation Funds.</p>
<p>SuperStream legislation requires employers (or their agents) to send data and payment to the superannuation fund at the same time. This will allow the fund to reconcile and allocate the contribution to the employee (member) account.</p>	<p>The Service reconciles the SuperStream message and your related payment before they are sent to the fund.</p>	<p>Familiarise yourself with the time frames in this PDS and so that sufficient time is allocated to the processing of the contributions to enable you to meet your Super Guarantee (SGA) obligations.</p>

Benefit	How the Service operates to support SuperStream compliance.	What you need to do
<p>SuperStream legislation stipulates that the employers must respond back to the fund within 10 days of the fund sending a query to the employer in relation to the payment of superannuation contributions.</p>	<p>The Service provides an electronic error handling service to notify you of errors and other important superannuation fund notifications.</p> <p>Despite the SuperStream validations and our best efforts, you may still be contacted by the fund in relation to a query. In that case you will need to observe the 10 day response timeframe back to the fund.</p>	<p>Respond to fund within 10 days of a fund making an enquiry.</p>

## Risks of using the clearing house facility

### Managing risks

There are a number of risks for employers in facilitating contributions to multiple superannuation funds.

All of these risks have implications for the timing of contributions and their subsequent allocation to the employee's (member's) superannuation fund account.

A significant risk is failing to provide sufficient time to meet Superannuation Guarantee obligations and other award and workplace obligations deadlines.

Using *MYOB Pay Super*, your Superannuation Guarantee obligations are only extinguished at the time the fund receives the money - not the date you (or the Clearing House Facility) transfer the payment.

To avoid a Superannuation Guarantee charge and associated penalties, employers must allow sufficient time to ensure the superannuation fund receives contributions by the 28<sup>th</sup> day of the month following each relevant quarter.

Risks and errors that can contribute to delays and a failure to meet your Superannuation Guarantee deadlines, as well as other relevant risks, and how they can be managed, are set out in the following Table.

In the following Table, “Service” refers to the services that are provided when *MYOB Pay Super* is used.

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 Clearing House</p>	<p>You should disclose to your employees that you are providing personal information so as to facilitate SuperStream compliant payment of superannuation contributions to their superannuation account.</p>	<p>Our Privacy Policy can be accessed at <a href="https://www.superchoice.services.com/privacy-policy">https://www.superchoice.services.com/privacy-policy</a> or it can be provided to you. This sets out how personal information is treated.</p>	<p>When engaging a new employee, it is generally good business practice to let employees know you are using a Clearing House to distribute the payments.</p>
<p>Security:</p> <p>Unauthorised Access</p>	<p>Access by an unauthorised party, including in circumstances where the UserID and password have been compromised, may lead to fraud, data corruption, defects in transmissions and viruses. You should ensure you do not facilitate unauthorised access.</p>	<p><i>MYOB</i> must be notified immediately if a Login or Password is lost or stolen or if you suspect that another person knows or has used your Login or Password.</p> <p>During the <i>MYOB</i> registration process, a customer will be required to set up all users and their access levels, including mobile numbers where 2 Factor Authentication is required.</p> <p>Details of this process can be found at: <a href="https://help.myob.com/wiki/display/ar/Add+a+Pay+Super+payment+authoriser">https://help.myob.com/wiki/display/ar/Add+a+Pay+Super+payment+authoriser</a></p>	<p>Notify <i>MYOB</i> immediately in the event of any unauthorised access.</p> <p>Structure user access so that each user has a level of access that matches their delegated authority and make sure you maintain user permissions as changes in personnel and their responsibilities occur.</p> <p>In particular, make sure that users with permission to submit contributions for payment, and to alter payment methods or account details are authorised by your organisation to do so.</p>

<i>Employer Mistakes</i>			
<p>Dishonour: Insufficient money held in your nominated financial institution account to effect a Direct Debit transaction</p>	<p>If there is not enough money in your nominated bank account to enable a Direct Debit of the full payment, then the contribution will be cancelled and must be re-submitted which may result in additional charges from PayClear, your bank and potentially a Superannuation Guarantee charge if the subsequent contributions do not meet the Superannuation Guarantee deadlines.</p>	<p>You will be notified via <i>MYOB Pay Super</i> in the event of a payment failure, on the same Banking Day that <i>PayClear</i> becomes aware of the failed payment.</p>	<p>Ensure you have sufficient money in your nominated bank account to cover the amount of the contribution, otherwise a dishonour will occur.</p> <p>With a Client Initiated Direct Debit process, you also control the timing of the Direct Debit because it cannot occur until you submit your payment instruction.</p>
<p>Stopping Payments: In certain circumstances, you may seek to stop an incorrect payment</p>	<p>Once contribution information has been lodged with a matching payment, it cannot be cancelled or reversed unless you notify <i>MYOB</i> in sufficient time for <i>MYOB</i> to notify PayClear before the 4pm cut-off time Australian Eastern Standard Time (see the Terms and Conditions).</p> <p>Once contributions have been sent to the fund, you bear the responsibility for any attempts to recoup any wrongly sent payment. Usually, the Fund trustee or administrator will require the written consent of its member (i.e. your employee).</p>	<p><i>MYOB</i> can notify PayClear to lodge a stop payment but this must be notified within the 4pm cut-off times specified in the Terms and Conditions set out later in this PDS.</p>	<p>It is imperative that if you wish to cancel or reverse a payment, you notify <i>MYOB</i> immediately, and well before the 4pm cut-off time upon any business day, upon realising that an incorrect contribution has been made, so payment can be stopped.</p>

*Employer (Employee) Risks*

<p><b>Incorrect Data:</b></p> <p>It is your responsibility to ensure information about your employee and the contribution are complete and correct. If you provide inaccurate or incomplete information, this may result in a contribution being rejected, delayed or even sent to the wrong fund</p>	<p><b>Incorrect data includes:</b></p> <ul style="list-style-type: none"> <li>• Use of an incorrect Unique Superannuation Identification (USI) Number or Australian Business Number (ABN)</li> <li>• Incorrect member number</li> <li>• First name &amp; surname not matching the fund's records</li> <li>• Incorrect date of birth</li> <li>• Invalid member Tax File Number</li> <li>• Wrong Bank details for a Self-Managed Superannuation Fund (SMSF)</li> <li>• Incorrect Electronic Service Address (ESA) when paying to an SMSF</li> </ul>	<p><b>The Service provides:</b></p> <p><b>Fund validation:</b></p> <ul style="list-style-type: none"> <li>• Checks USIs and ABNs are valid funds and are related where funds hold both forms of identification.</li> </ul> <p><b>Employer Identification:</b></p> <ul style="list-style-type: none"> <li>• Validation that allows you to supply your Employer Identification number held by the fund, where you are registered with the fund.</li> </ul> <p><b>Member Identification:</b></p> <ul style="list-style-type: none"> <li>• Where particular products have member identification rules, the product checks member identification supplied against the rule.</li> </ul>	<p>When you are first registering employees with their nominated super fund and the Service identifies an error (e.g. a super fund which cannot receive contributions), you will need to correct it.</p> <p>When you are notified about an error, information about the error is displayed in your <i>MYOB</i> product (e.g. incorrect product, incorrect member ID or you need to assign a Fund Employer Number). You may need to correct information in the Accounting Software and in your payroll data for lodgment of subsequent contributions.</p> <p>When payments are successfully made to a superannuation fund but the fund subsequently refunds contributions (usually for members who have exited from the fund), you will need to determine the appropriate corrective action, which may result in the need to re-submit contributions to either the Default Fund or an alternative choice fund.</p>
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<i>Clearing House and Banking Risks</i>			
Clearing House or Finance System Failure	<p>The Clearing House facility accesses the Bulk Electronic Clearing System (BECS) to receive contributions and payments to funds. BECS co-ordinates and facilitates the exchange and settlement of bulk electronic transactions – in this case, for Direct Debits and Direct Credits between employers’ financial institution accounts, the PayClear Bank Account and fund accounts</p> <p>In rare instances, the Clearing House Facility or the Banking system may not be available.</p>	Banks and PayClear respectively have appropriate disaster recovery and business continuity plans to manage such events.	It is advisable to allow a few additional days to ensure contributions are received before the Superannuation Guarantee deadlines.
<i>Receiving Fund Risks</i>			
Fund is unable to accept contributions (e.g. closed and terminated funds)	<p>Certain Funds such as pensions, eligible rollover funds, certain government funds and corporate funds (that do not operate retained divisions) are closed to you and may be unable to accept contributions.</p> <p>In other circumstances, a fund may have been terminated or declared non-compliant by APRA or the ATO.</p>	The Service provides a warning system to stop you from making payments that will not be accepted – and blocks payments to those funds.	<p>You will need to check any applicable warnings in the <i>MYOB</i> product when first linking your employee to the chosen fund. In certain circumstances, you may be able to contribute to a blocked fund if you are an approved employer.</p> <p>Otherwise, you will need to direct the contribution to an alternative choice fund selected by the employee, a stapled fund account or the employer default fund.</p>

## Rights and obligations

Your access to and use of *MYOB Pay Super* is governed by the *Terms and Conditions* (included later in this PDS), which represent an agreement between PayClear and you regarding use of *MYOB Pay Super*.

### Privacy statement

Payclear collects, uses and discloses personal information in relation to an employer's employees in order to provide *MYOB Pay Super* and comply with regulatory requirements.

To the extent Payclear collects any personal information access to that personal information may also be disclosed to Payclear's associates, related bodies corporate, agents and service providers, on the basis that they deal with such information in accordance with the Privacy Act.

For a copy of the relevant Privacy Policy refer to <https://www.superchoiceservices.com.au/privacy-policy>.

For a copy of the MYOB Privacy Policy refer to <https://www.myob.com/au/privacy-policy>

### Issues and Complaints

If you have any concerns relating to the operation of the clearing house facility provided by PayClear you should contact us by either:

- emailing us at [services@superchoice.com.au](mailto:services@superchoice.com.au)
- writing to Complaints Manager, SuperChoice Services Pty Ltd, Level 8, 35 Clarence St, Sydney NSW 2000
- telephoning 1300 659 456 between 9.00 am and 5.00 pm (NSW time)

Payclear has arrangements in place for handling complaints. If you contact us with a complaint, we will acknowledge your complaint promptly and will make every effort to resolve your issue within 30 days.

**To assist in a speedy and confidential investigation of your complaint by a Complaints Officer, please ensure that you provide the following information:**

- Your contact details (including name, phone number and email)
- Employer name and ABN
- Employee's Fund Name, ABN and Client Number
- Details of the problem; and
- The date when the problem occurred.

If your complaint remains unresolved after 30 days or has not been resolved to your satisfaction, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Telephone: 1800 931 678 (free call)  
In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001



## Glossary

In this **Product Disclosure Statement**, the following terms have the meanings shown

<b>Act</b>	Means the Corporations Act 2001 (Cth)
<b>AFSL</b>	Australian Financial Services Licence
<b>APRA</b>	Australian Prudential Regulatory Authority – the regulator of commercial funds
<b>ASIC</b>	Australian Securities and Investments Commission
<b>AUD, A\$ or \$</b>	Australian dollars
<b>Australian Business Number (ABN)</b>	An ABN may be held by either an employer or the Super Fund and can be found on the Australian Business Register (ABR)
<b>Business Day</b>	Means a day which is not a Saturday, Sunday or public holiday in NSW or Victoria
<b>Clearing House Facility (CHF)</b>	The non-cash payment facility
<b>Client</b>	The employer identified in the online Registration Process (as amended from time to time)
<b>Client (Employer) Nominated Bank Account</b>	The employer's nominated bank account specified in the Registration Process or subsequent Bank Account details notified by the <i>Client</i> from time to time
<b>Complying Superannuation Fund</b>	A superannuation fund that is regulated by and complies with the <i>Superannuation Industry (Supervision) Act 1993 (Cth)</i>
<b>Contribution</b>	Any superannuation contribution payments made by an employer on behalf of its employees
<b>Contribution Data</b>	Data relating to the Employer, Employee and Super Fund which facilitates the Contribution

<b>Direct Debit</b>	Means, electronic payment by means of direct debit
<b>AFCA</b>	Australian Financial Complaints Authority
<b>Loss</b>	A loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine, outgoing or payment suffered, paid or incurred.
<b>MYOB Pay Super</b>	The ability to electronically process superannuation contributions (both data and payments) to your employees nominated super fund
<b>MYOB</b>	MYOB Australia Pty Limited (ABN 13 086 760 198)
<b>MYOB Product</b>	Means a current version of <i>MYOB</i> software specified for operation with <i>MYOB Pay Super</i> , including MYOB Business Pro, MYOB Business Account Right Plus and MYOB Business Premier
<b>PayClear</b>	Payclear Services Pty Ltd (ABN 93 124 852 320)
<b>Personal Information</b>	As specified in the Privacy Act
<b>Product Disclosure Statement</b>	This document
<b>Privacy Act</b>	Means the Privacy Act 1998 (Cth) as amended
<b>Registration (or Application)</b>	Means a registration (or Application) to use <i>MYOB Pay Super</i>
<b>Registration (or Application) Process</b>	The Registration or Application Process to set up <i>MYOB Pay Super</i> including agreeing to the PDS, FSG and Direct Debit Authority is available through the <i>MYOB</i> product and can be accessed directly from the Payroll navigation menu and selecting Super payments in a Customer's <i>MYOB</i> Subscription
<b>Self-managed Super Fund (SMSF)</b>	A Private Superannuation Fund usually established by families (associates) with a limit of six (6) members regulated by the Australian Taxation Office

<b>Service</b>	Means <i>MYOB Pay Super</i>
<b>Software</b>	Means the software provided by <i>MYOB</i> that incorporates Super Payments - <a href="https://www.myob.com/au/pricing">https://www.myob.com/au/pricing</a> .
<b>Terms and Conditions</b>	Means the terms and conditions of use by the Client of <i>MYOB Pay Super</i> , that form part of the online Registration Process containing this PDS.
<b>Unique Superannuation Identifier (USI)</b>	Unique Superannuation Identifier (USI) is the Superannuation Fund identifier commonly associated with superannuation funds regulated by APRA.
<b>User</b>	Any person authorised by the employer to access and use <i>MYOB Pay Super</i> .

# Terms & Conditions

The following Terms and Conditions apply if you choose to use the *MYOB Pay Super*

These Terms and Conditions apply solely to the *MYOB Pay Super* and do not apply to other *MYOB* products or services.

Terms used in these Terms and Conditions are defined in the Glossary at pages 13 to 15 of this PDS.

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## 1. Client representations and warranties

**1.1.** The *Client* represents and warrants to PayClear that:

- (a)** if it is a company, it is properly registered and validly exists;
- (b)** it has the authority and power to enter into this agreement and perform all of its obligations under this agreement; and
- (c)** it is not acting as trustee of any trust other than as disclosed in writing.

## 2. Availability and access

**2.1.** *PayClear* will, so far as reasonably possible, procure or maintain access to the Service 24 hours a day, 7 days a week, excepting for outages arising from scheduled or emergency maintenance and any other disruptions beyond *PayClear's* reasonable control.

## 3. Client/User access

**3.1.** The *Client* must ensure that:

- (a)** all its *Users* are authorised and trained to access and to use *MYOB Pay Super*; and
- (b)** it and all its *Users* comply with the terms of this agreement.

## 4. System requirements

**4.1.** Access to and use of *MYOB Pay Super* by the *Client* requires a valid subscription to access the applicable *MYOB Product*.

**4.2.** The *Client* must maintain up-to-date anti-virus and security measures on its systems in order to prevent unauthorised access to the Software and use of *MYOB Pay Super* to avoid

viruses affecting the operation of *MYOB Pay Super*.

**4.3.** The *Client* must not, and must use reasonable endeavours to ensure that its *Users* do not, change, impair or damage the Software.

## 5. Security of the services

**5.1.** *PayClear* and their contractors and service providers will use a number of security measures to assist in securing access from the Software and use of *MYOB Pay Super* including:

- a)** firewalls; and
- b)** data encryption (employing 128-bit secure sockets Layer protocols).

**5.2.** Notwithstanding the above security measures, *PayClear* does not represent, warrant or guarantee that unauthorised access to the Software or use of *MYOB Pay Super* can be prevented in all instances.

**5.3.** If the *Client* becomes aware of a breach or potential breach of security relating to the access to the Software or the use of *MYOB Pay Super* the *Client* must notify *MYOB* as soon as possible who will notify *PayClear*. The *Client* must take all steps available to stop the breach and to prevent the breach from recurring.

**5.4.** *PayClear* does not represent, warrant or guarantee that any data transmission over the internet is secure or remains within Australia.

**5.5.** *PayClear* take no responsibility for any Loss to the *Client* arising from any unauthorised use of a *Client's User* login and password.

## **6. Client's obligations in order to use MYOB Pay Super**

**6.1.** The *Client* must, in connection with the use of *MYOB Pay Super*:

- (a)** create a *User* with payroll administrator access in the relevant *MYOB* subscription to access *MYOB Pay Super* via the *Software*;
- (b)** Create/change/update employer details as required (from time to time);
- (c)** maintain the payroll file and submit the *Contribution Data*;
- (d)** authorise and make relevant *Contributions* by Direct Debit;
- (e)** register any new employees, remove exiting employees and update employee information as required (from time to time);
- (f)** nominate employee superannuation fund selections;
- (g)** allocate and assign *Contribution* categories (e.g. Superannuation Guarantee, Salary Sacrifice) and amounts for each employee;
- (h)** confirm that a superannuation fund is a Complying Superannuation Fund under the Superannuation Industry Supervision Act 1993 (Cth);
- (i)** match the Unique Super Identifiers of the relevant superannuation funds to ensure that contributions are paid to the correct fund;
- (j)** if the relevant superannuation fund requires the *Client* to register before accepting *Contributions*, then register with the relevant fund;
- (k)** Manage applicable alternative superannuation fund selections where any fund is not eligible to receive *Contributions*.

## **7. Contribution services**

**7.1.** The *Client* authorises payment of *Contributions* through *MYOB Pay Super*. If either the *Contribution* or the corresponding

*Contribution Data* is not received by *MYOB Pay Super* or its contractor or service providers by 4pm (NSW time) on a Business Day, it is taken to be received on the next Business Day.

**7.2.** *MYOB Pay Super*:

- (a)** will identify superannuation funds which require the *Client* to register before they are able to accept member registration requests (MRR) and contribution transaction requests (CTR);
- (b)** will, based on the *Contribution Data* supplied by the *Client*, identify the superannuation fund to be paid, the total amount payable to the fund, the employees for whom the *Contributions* and *Contribution* categories are payable and the individual amounts;
- (c)** if the *Contribution Data* has been provided in full without any error (whether by defect or omission), then the Service will reconcile the *Contribution Data* and the *Contribution* by 4pm (NSW time) each *Business Day*;
- (d)** if the *Contribution Data* has not been provided in full, or if there is an error (whether by defect or omission), such that there is a mismatch between the *Contribution Data* and the *Contribution*, *MYOB Pay Super* will issue an automatic notification to the *Client* within 1 *Business Day* of it becoming aware of the error in an attempt to resolve the error and will procure the return of the *Contribution* and issue an automatic notification to you.;
- (e)** where there is a match between the *Contribution Data* and the *Contribution*, *PayClear* will disburse the *Contribution payment* to the account of each nominated *superannuation fund*, accompanied with the SuperStream compliant messages that set out the *Contribution Data* and any other information required to enable the *fund* to reconcile the *Contributions* and

process the payment to the relevant member account;

- (f) subject to full receipt of the matched and reconciled *Contribution* into the *CHF Bank Account* from the *Client* (and matching *Contribution Data*), *PayClear* will use reasonable endeavours to arrange payment of the *Contributions* via the *Clearing House Facility* for payment to each nominated *Super Fund* within 3 *Business Days*.

#### **8. Client Payment Obligations relating to Contributions through MYOB Pay Super**

**8.1.** The *Client* must submit their Direct Debit, payment via the *MYOB Product*,

**8.2.** The *Client* must ensure that it has sufficient funds in the *Client Nominated Bank Account* in order to make its *Contribution* payments as and when they are authorised.

#### **9. Delayed Contributions**

**9.1.** Delayed *Contributions* may occur when:

- (a) the *Contribution Data* and the *Contribution* are received on a day that is not a *Business Day*;
- (b) the *Contribution Data* and the *Contribution* is received after the cut-off time being 4pm (NSW Time) on a *Business Day*;
- (c) the *Client* has inadequate funds in the *Client Nominated Bank Account*;
- (d) *MYOB Pay Super* is shut down or suspended for scheduled or emergency maintenance or due to other *Disruptions*;
- (e) The *Client* provides incorrect *Contribution data* or does not act in accordance with user guidance and instructions provided.

*PayClear* is not responsible for any *Loss* or delay that the *Client* may incur as a result of the delays referred to in clause 9.1.

#### **10. Clients responding to notifications about Unsuccessful and mistaken Contributions**

**10.1.** The *Contribution Data* may not be promptly or successfully processed if there is an error in the *Contribution Data* supplied by the *Client*. In limited circumstances the *Client* may be able to correct an error and re-submit *Contribution Data* if the *Contribution Data* has not been processed by the relevant superannuation fund.

**10.2.** The *Client* must notify *MYOB* well before the Cut Off Time being 4pm (NSW time) on the same *Business Day* if it wishes to stop incorrect *Contribution Data* from being processed.

**10.3.** If a technical error prevents processing of the *Contribution* by the superannuation fund, the *Client* will be notified via *MYOB Pay Super* that the file has been rejected. If the technical error cannot be resolved by *MYOB* or *PayClear*, the *Client* must then resolve the technical error directly with the superannuation fund.

**10.4.** If any *Contribution* is either not accepted or returned by the superannuation fund, and the problem cannot be resolved within 5 *Business Days* of receipt of the returned *Contribution*, *PayClear* will send it to the *Client Nominated Bank Account* and the *Client* will be notified via *MYOB Pay Super* of the returned *Contribution*. The *Client* must then resolve the issue directly with the superannuation fund and re-submit or re-direct the *Contribution*.

**10.5.** If the *Client* receives notice that a *Contribution* has been dishonoured (e.g. because of insufficient cleared funds in the *Client Nominated Bank Account*), the *Client* bears all any costs (e.g. bank fees) in relation to the dishonour.

#### **11. Data maintenance**

**11.1.** Provided the *Client* maintains a valid software subscription with *MYOB* as a Customer, *PayClear* will

Maintain at least 7 years of historical *Client Data* online at any point in time; and use best endeavours to ensure that *MYOB* enables Customers or former Customers who have paid the subscription fees specified on *MYOB's* website ([www.MYOB.com.au](http://www.MYOB.com.au)) have access to

the Client *Data* via the Software except during scheduled or emergency maintenance, or any other disruptions beyond PayClear's reasonable control.

## **12. Personal Information**

**12.1.** PayClear use of Personal Information provided by the Client is dealt with in accordance with the privacy policy that may be accessed at <https://www.superchoiceservices.com/privacy-policy>.

**12.2.** MYOB's use of Personal Information is governed by its privacy policy that may be accessed at <https://www.myob.com/au/privacy-policy>.

## **13. Production of Data**

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

## **14. Fees & charges**

**14.1.** MYOB Pay Super is offered to certain MYOB Customers as part of their monthly subscription fees for use of the MYOB Product. There are no direct transaction fees for using the Service other than what is described below

**14.2.** In connection with the provision of MYOB Pay Super, the *Client* may be obliged to pay fees, costs and charges as set out in the PDS. All applicable fees are quoted in Australian dollars (AUD).

**14.3.** Any of the fees, costs or charges disclosed in the PDS may be amended or varied (including introducing new fees and charges), provided the client is given at least 30 Days prior to the written notice of the amendment or variation.

**14.4.** If the fees, costs or charges disclosed in the PDS are not expressed to be GST inclusive,

the amount is increased by an amount equal to the GST that would otherwise be payable.

**14.5.** The *Client* acknowledges it is responsible for any bank fees and charges it incurs in connection with any *Contribution* payments including any dishonoured *Contribution* payments ("Exception Fees").

**14.6.** The Exception Fees for the Service are due and payable by the Client to PayClear within thirty (30) days of the issue date of the invoice with payment being made by one of the methods specified in the invoice.

## **15. GST**

**15.1.** In order to satisfy the requirements of the *Goods and Services Tax Act 1999* the parties each respectively warrant that they are registered for GST and will notify the other party if they cease to be registered.

## **16. Statutory liability**

**16.1.** This clause does not exclude or limit the application of any provision of any statute (including the Consumer and Competition Act 2010 (Cth)) where to do so would contravene that statute; or cause any part of this clause or agreement to be void.

**16.2.** PayClear excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void ("**Non-excludable Condition**").

**16.3.** PayClear's sole liability to the Client for breach of any express provision of this agreement or any Non excludable Condition is limited, at PayClear's option, to refunding the price of the goods or services in respect of which the breach occurred or to providing those services again.

## **17. PayClear and Client liability**

**17.1.** PayClear is not liable:

- (a)** for any *Loss* resulting from incomplete or inaccurate *Contribution Data* or non-matching *Contributions* that directly lead to either delays or mistaken and unsuccessful transactions; or

- (b) for any *Loss of Contributions* or any interception of Client *Data or Personal Information* through any unauthorised access to the Software or use of *MYOB Pay Super* except to the extent PayClear has directly caused or contributed to such *Loss* by any negligent or wilful act on the part of its employees or contractors.

**17.2.** The *Client* indemnifies PayClear against any *Loss* which PayClear may suffer or incur arising from *Client's* or its *User's* failure to observe any obligations under this agreement or arising from the *Client* or its *User* acting negligently or fraudulently when accessing the *MYOB Online Accounting Software* and using *MYOB Pay Super*.

**17.3.** To the fullest extent permitted by law, PayClear will not be liable for any loss or damage that is not a natural and reasonably foreseeable consequence of the breach (including without limitation, loss of profits or loss of revenue).

**17.4.** PayClear's total liability to the *Client* for any *Loss* for which it may be liable in connection with the provision of the Clearing House Facility or the Service is limited to \$2 million.

## **18. Termination**

**18.1.** Either PayClear or the *Client* may terminate the Service by giving the other at least 20 *Business Days* prior written notice (including by email).

**18.2.** PayClear may suspend the Service whilst the *Client* is in default of any of its obligations under these Terms and Conditions including, without limitation, payment of any fees or charges.

**18.3.** The provisions of clauses 1, 5.4, 5.5, 9.1, 11, 12, 13, 16, 17, 18, 19.3, 19.4, 19.6, 20 and 21 will survive any termination of the Service.

## **19. General Provisions**

**19.1.** PayClear may, by giving the *Client* at least 20 *Business Days* prior written notice, vary or amend these Terms and Conditions.

**19.2.** The Service will be available to the *Client* on the date *MYOB* notifies the *Client* of the acceptance of the completed Registration.

**19.3.** These Terms and Conditions and the Product Disclosure Statement constitute the entire agreement between the parties in respect of *MYOB Pay Super* and the Service.

**19.4.** PayClear may engage agents or subcontractors to assist it in the provision of the Service but PayClear remains responsible for all acts or omissions of such agents or subcontractors in the provision of the Service.

**19.5.** The *Client* may not assign or transfer its right to access the Service without the prior written consent of *PayClear*. PayClear may assign or transfer any of its rights or obligations regarding the Service to another party upon giving the *Client* at least 20 *Business Days* prior written notice.

**19.6.** These Terms and Conditions are 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.

## **20. Force Majeure**

**20.1.** '*Force Majeure*' means an event beyond the reasonable control of a party, including, without limitation, an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, epidemics, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government agency, a failure of a supplier, public utility or common carrier, or computer disruption due to the effect of a virus or other malicious code introduced other than through the acts or omissions of the party seeking relief.

**20.2.** To the extent that a party's delay or inability to perform any obligation is due to the existence and its notification of *Force Majeure*, the affected obligations of that party will be suspended until the passing of that *Force Majeure* event. A party must take all reasonable steps to minimise any disruption to and resume the performance of its affected obligations.

**20.3.** If substantially all of a party's obligations are suspended by a *Force Majeure* event by more than 21 *Business Days*, either party may elect to terminate the Service without penalty.



## **21. Severability**

**21.1.** If a provision in these Terms and Conditions is held to be illegal, invalid, void, voidable or unenforceable, that provision must, if possible without affecting the intent of the provision, be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

**21.2.** If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions.

## PayClear Direct Debit - Client Service Agreement

PayClear's commitment to you,

### Drawing arrangements:

PayClear will draw the exact amount that you authorise via the Service.

If the payment is authorised before 4pm (NSW time) on a given business day the payment will be drawn from your account on that day.

If a payment is authorised 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 drawing 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 is given to PayClear, by contacting MYOB at least 14 business days prior to your next payment by emailing [paysuper@myob.com.au](mailto:paysuper@myob.com.au).

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 PayClear should be received by us at least 5 business days prior to the due date.

You may request a 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 authorisation 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.