

Terms of Service

The Intrust Super SuperCents Terms of Service set out below (the **Agreement**) govern your use of the SuperCents mobile phone app (**App**) and form a binding agreement between IS Industry Fund Pty Ltd (ABN 45 010 814 623) as trustee for Intrust Super and you in relation to your use of the App.

Please read the Agreement carefully before using the App. If you have any questions, please contact us on 132 467 or info@intrust.com.au.

We are committed to protecting the privacy of your personal information. When you use our App, we will collect your personal information, including your IP address and Unique Device Identifier, together with any contact details or other personal information that you provide to us using the App, in order to optimise your App experience and provide you with the services and any products that you may request. If you have consented or if otherwise permitted by law, we may contact you with marketing material that may interest you. We may disclose your personal information to and/or collect your personal information from third parties who provide us with (or help us provide) the App or components of the App and related services. When you first open the App after installing it on your device, you will be asked whether you want to receive push notifications from us or use our location services (you can turn these off at any time through the “settings” on your mobile device). Please read the Intrust Super Privacy Policy at <http://www.intrustsuper.com.au/privacy-policy/> for information about how we will handle your personal information, our likely overseas disclosures and how you can access or correct your personal information or make a privacy complaint.

By using the App, you acknowledge and agree that you have had an opportunity to read and understand all of this Agreement and the Intrust Super Privacy Policy at <http://www.intrustsuper.com.au/privacy-policy/> and you agree to be bound by the terms and conditions of this Agreement, and that we may handle the personal information you provide to us through the App in accordance with the Intrust Super Privacy Policy. If you do not agree with these terms, you should not access or use the App.

This Agreement applies only in respect of your use of the App. This Agreement does not constitute an agreement by Intrust Super to provide superannuation services to you. The services provided by Intrust in relation to your Superannuation Account are governed by the Intrust Super Trust Deed and [Product Disclosure Statement](#) (PDS) relevant to your membership and applicable legislation. Any use of the App by a person who does not have a Superannuation Account (e.g. any browsing activity of the publicly accessible parts of the App) is not an offer by Intrust Super of superannuation services or an invitation to open a Superannuation Account.

Before providing your Account Information, check the terms of service of your Account Providers which may restrict you from doing so. If this is the case, you should obtain your financial institution’s consent to provide your Account Information so that you are not in breach of their terms of service or lose any protections.

Intrust Super may, from time to time, amend this Agreement. Where required by law, you shall be notified of any such amendments either through the App, via the Intrust Super website, or through any other reasonable communication channels. Any such changes will take effect at least fourteen days after the amendments have been published.

If you do not accept such amendments to the Agreement, you cannot continue to use the App. By using the App, you agree that the then current version of this Agreement (including any amendments effective at that time) applies to your use of the App.

Definitions

Account Information means all information provided by you to Intrust Super to enable Intrust Super and its Third Party Licensors and Suppliers to transfer funds between, and obtain financial account data from, your Spending, Funding and Superannuation Accounts.

Account Provider means each financial institution that provides and holds your Spending Account/s and Funding Account (as applicable).

Business Day means a day that is not a Saturday, Sunday, bank or public holiday in Sydney, New South Wales.

Funding Account means the account nominated by you from which authorised Superannuation Account contributions and App usage fees shall be debited.

Linked Site means any website or part of any website created, owned or operated by a party other than Intrust Super.

Spending Account/s means any financial accounts, nominated by you, from which the App obtains financial account data, including but not limited to financial account balances and transactions.

Superannuation Account means the superannuation account you hold with Intrust Super.

Third Party Content means any content created or uploaded by a party other than Intrust Super, including all text, graphics, icons, advertisements, photographs, databases, trademarks and other information created and / or uploaded by such a party.

You / Your (and other variants) means the individual who downloads and activates access to the App in accordance with these Terms of Service.

Preface

The content of this Agreement and the App is general information only and does not take into consideration the objectives, financial situation or needs of any particular person. Before making any decision about using the App, you should consider the appropriateness of the information for your own situation, read the information about making contributions in the [Product Disclosure Statement](#) relevant to your membership, and consider whether you need financial or tax advice.

If you do not have a Superannuation Account, before making any decision on whether to open a Superannuation Account you should read the Product Disclosure Statement, and consider whether you need financial or tax advice. This Agreement is not an offer by Intrust Super of superannuation services or an invitation to open a Superannuation Account.

Intrust Super provides financial product advice under Australian Financial Services Licence 238051. Please refer to the [Financial Services Guide](#) for further information.

Funds are transferred from your Funding Account directly into your Superannuation Account as a voluntary after-tax member (non-concessional) contribution via the App. A legislated cap applies to non-concessional contributions.

Once transferred, this money shall form part of your Superannuation Account. Please refer to the [Product Disclosure Statement](#) relevant to your membership for information about how Intrust Super manages your Superannuation Account.

1. Terms of use

- 1.1. Use of the App will incur a non-refundable fee to the value of \$1.10 per month, charged upon activation of the App and at the beginning of each calendar month thereafter. This amount shall be automatically deducted (and you hereby authorise Intrust Super to deduct this amount) from your Funding Account.
- 1.2. Intrust Super reserves the right to modify, discontinue or disable the App or any part of the App (on a permanent or temporary basis) at any time. While Intrust Super will, where reasonably practicable and possible, endeavour to provide you with prior notice of any such modification, discontinuation or disabling, you agree and accept that it may not always be possible to provide you with such prior notification.
- 1.3. You must not use the App:
 - a. To collect any personal information on other individuals or to upload personal information of other individuals, including their names, address, phone number or any other identifying information including account information such as account name, BSB, account numbers, details, expiry dates, CVV, or card reference details; or
 - b. For any unlawful purpose.
- 1.4. You must not violate or attempt to violate the security of the App. You must not hack into the App, Intrust Super computer systems or the computer systems of other users of the App. Hacking means unauthorised access, malicious damage and / or interference and includes, without limitation, spamming, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or app.
- 1.5. The App is provided as a means for you to make voluntary member after-tax (non-concessional) contributions to your Superannuation Account. Management of any related taxation implications are your responsibility and should be considered as part of your overall superannuation strategy. It is your responsibility to monitor your total non-concessional contributions against the legislated cap and seek your own advice about the cap. Intrust Super will not monitor your contribution amounts.

- 1.6. Intrust Super will use reasonable endeavours to transfer funds to your Superannuation Account on the Business Day following the Business Day on which the funds were withdrawn from your nominated Funding Account, but Intrust Super does not guarantee that fund transfers will be implemented in this timeframe.
- 1.7. Any contributions made through the App are at your complete control and absolute discretion. The App can be set to stop the SuperCents process at any time, thereby stopping the transfer of any future or pending amounts until you turn the feature back on.
- 1.8. If you breach the terms of this Agreement, Intrust Super may (at its discretion, and without limiting the remedies available to Intrust Super in any way) terminate this Agreement with you or restrict you from accessing and using the App on a temporary or permanent basis.
- 1.9. You may elect to cease accessing and using the App and terminate this Agreement, at any time, by cancelling your App by cancelling your SuperCents account in the App.

2. Usernames and Passwords

- 2.1. You can play an important role in keeping your personal information secure by maintaining the confidentiality of any password and accounts used on the App. Please notify Intrust Super immediately if you become aware of or suspect any unauthorised use of your account by any other individual or other internet user or any other breach of security.
- 2.2. You are responsible for the security of your user name and password (or other log in information) and you take responsibility to ensure the confidentiality of this information.

3. Intellectual Property Rights

- 3.1. The App and all content contained on the App (including without limitation all text, graphics, icons, advertisements, photographs, databases, trademarks and other information contained on the App (other than Third Party Content) (**Intrust Super Content**) (and all intellectual property rights that subsist in the App and Intrust Super Content, including without limitation copyright, trademarks, patents, design rights and all other forms of intellectual property existing in the world) are owned and operated by Intrust Super or its third party licensors and suppliers. Nothing in this Agreement constitutes a transfer of any intellectual property rights.
- 3.2. Subject to this Agreement and all applicable laws and regulations, Intrust Super grants you a non-exclusive, non-transferable, personal, limited license to download, access, view, use and display the Intrust Super Content which Intrust Super makes available to you from time to time on the terms and conditions set out in this Agreement.
- 3.3. You must not do anything which breaches or otherwise interferes with Intrust Super intellectual property rights or the intellectual property rights of any of Intrust Super third party licensors and suppliers. You may not distribute, reproduce, publish, alter, modify or create derivative works from any Intrust Super Content without the prior written permission of Intrust Super or the relevant third party or exploit such contents for commercial benefit.
- 3.4. All rights not expressly granted are reserved by Intrust Super or its third-party licensors and suppliers.

4. Privacy

- 4.1. By using the App, you agree to provide true, accurate, current and complete information about yourself, and your Funding Account and / or Spending Account/s maintained at Account Provider and other third party websites relevant to the use of the App and you agree to not misrepresent your identity or your Funding Account and / or Spending Account/s information.
- 4.2. By using, and continuing to use the App, you authorise Intrust Super and its third party licensors and suppliers to access the Account Provider and other third party websites designated by you, on your behalf, to retrieve information requested by you in order to facilitate the provision of the App and associated services by Intrust Super. For that sole purpose only, you hereby appoint Intrust Super and each third party licensor and supplier as your agent, with full power of substitution and resubstitution, to access such Account Provider and third party websites, servers or documents, retrieve information, and use your information, all as described in this Clause 4.2, with the full authority to do and perform anything necessary to be done in connection with such

activities, as fully to all intents and purposes as you may or could do in person. You acknowledge and agree that when Intrust Super or a third party licensor or supplier accesses and retrieves information from your Account Provider and other third party websites, Intrust Super and any such third party are acting as your agent. You agree that third party licensors and suppliers are entitled to rely on the foregoing authorisation and agency granted by you solely for the purpose set out in this Clause 4.2.

- 4.3. You consent to the collection, use and disclosure of your personal information for the purposes of Intrust Super providing and you using the App as described in this Agreement. Any personal information collected by Intrust through the App, or otherwise collected by or on behalf of Intrust Super, will be dealt with in accordance with the Intrust Super Privacy Policy.

5. Third Party Activities

- 5.1. The App may contain links to third party websites where content is not controlled by Intrust Super (**Linked Sites**).
- 5.2. Links to Linked Sites are provided for convenience only. The appearance of a link to a Linked Site does not imply Intrust Super endorsement of that Linked Site or any Third Party Content. Intrust Super has no control over and is not responsible for any Linked Site or any Third-Party Content.
- 5.3. You access Linked Sites at your own risk and, to the full extent permitted by law, subject to Clause 6.5, Intrust Super disclaims all guarantees and warranties, express and implied, as to the accuracy, value, legality or otherwise of any materials or information contained on such Linked Sites and in Third Party Content.
- 5.4. Your use of Third Party Content (including, without limitation, Third Party Content featured on Linked Sites) may be subject to a Third Party's terms and conditions of use. It is your responsibility to check and comply with such terms.

6. Liability

- 6.1. To the full extent permitted by law and subject to Clause 6.5, Intrust Super excludes all representations, warranties, guarantees, terms and conditions, whether express or implied (and including, without limitation, those implied by statute, custom, law or otherwise) regarding the App, except as expressly set out in this Agreement.
- 6.2. To the full extent permitted by law and subject to Clause 6.5, the App and the Intrust Super Content is provided to you "as is" and on an "as available" basis, without any representation or endorsement made and without warranty or guarantee of any kind (whether express or implied). This means that Intrust Super does not guarantee continuous, uninterrupted or secure access to the App or that its or its third party suppliers' servers are free of computer viruses, bugs or other harmful components or that defects will be corrected. As a result, you may at times experience disruption or other difficulties in using the App. You should consider the potential for disruption or other difficulties in planning your use of the App. To the extent permitted by law, Intrust Super has no liability to you whatsoever for loss or costs of any kind you suffer or incur as a result of or in connection with any disruption or other difficulties in using the App.
- 6.3. To the full extent permitted by law, subject to Clause 6.5 and except where the relevant liability arises from Intrust Super unlawful actions, neither Intrust Super nor any third party licensor or supplier involved in creating, producing or delivering the App accepts any liability for the accuracy, timeliness or completeness of the information contained on the App or any responsibility for any errors or omissions in the content on the App.
- 6.4. To the full extent permitted by law, subject to Clause 6.5 and except where the relevant liability arises from Intrust Super unlawful actions, Intrust Super excludes all liability to you for any damages or loss (including without limitation direct, incidental, indirect, consequential, special, punitive or exemplary damages or any loss of business, interest, goodwill, revenue, profit, or loss or corruption of data) arising out of your access to, or use of, or inability to use or access the App or otherwise in connection with:
 - a. Your use of, or reliance on, the App (or any of the Intrust Super Content, a Linked Site or Third-Party Content) however caused (including, without limitation, damage or loss arising in contract, tort (including, without limitation, negligence), statute or otherwise);

- b. The accuracy, timeliness, credibility, quality, utility or completeness of the information contained on the SuperCents App; and / or
 - c. Any errors or omissions in the content on the App, whether or not Intrust Super is aware of such errors or omissions.
- 6.5. Certain legislation including the Australian Consumer Law, may imply warranties or conditions or impose obligations, remedies or guarantees which cannot be excluded, restricted or modified except to a limited extent. Such legislation may, for example, impose non-excludable guarantees that goods are of acceptable quality or that services will be rendered with due care and skill (with certain remedies available to consumers for certain breaches of such guarantees). To the extent that such legislation applies, this Agreement must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of this Agreement, to the extent that Intrust Super is entitled to do so, Intrust Super limits its liability pursuant to such provisions for any goods to the replacement, repair or refund of the cost of goods, or for services, to the re-supply or the payment of the cost of having the services supplied again.
- 6.6. You agree to fully compensate Intrust Super and its officers, employees and agents from and against reasonable liability, loss, damage, costs and expense (including, without limitation, reasonable legal expenses on a reasonable basis) and penalties incurred or suffered by any of them arising out of:
- a. Your material breach of this Agreement (noting that for the purposes of this Clause 6.6, a material breach will include, without limitation, a breach of a representation, obligation or warranty);
 - b. Any misuse or use of Intrust Super Content in breach of this Agreement; and
 - c. Any act of fraud or willful misconduct by or on behalf of you.

7. General

- 7.1. We may provide you with notices in connection with this Agreement by posting such notices on the App or, where appropriate, by email or mail if you have provided contact details for that purpose.
- 7.2. Intrust Super may assign this Agreement provided that the relevant assignee undertakes to perform all of Intrust Super obligations herein.
- 7.3. The obligations to compensate for losses incurred by Intrust Super and its officers, employees and agents in this Agreement are continuing obligations of the parties, separate and independent from their other obligations and survive termination of this Agreement and absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party that is obliged to provide the compensation.
- 7.4. This Agreement is governed by the laws of Queensland, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Queensland and waive, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

8. Important Acknowledgements

By downloading and using the App you agree to the terms of this Agreement, and:

- 8.1. You consent to receive notifications, documents, information, or other communications from Intrust Super electronically through the App;
- 8.2. You agree to and acknowledge the use of a request by a merchant (e.g. eWay) from your linked Funding Account to contribute into your Superannuation Account;
- 8.3. You confirm that the legally entitled owner of the funds available within the Funding Account and any Account Information you enter into the App and that any such Account Information will be true, accurate, current, and complete;
- 8.4. You represent that your Funding Account is not, and will never be, a credit card, overdraft amount or any other borrowed money;
- 8.5. You agree to provide true, accurate, current and complete information about you and your Funding and / or Spending Accounts.

- 8.6. When you use the App, you authorise Intrust Super and / or its third party licensors and suppliers to:
- Transmit Account Information provided by you to access your Funding and / or Spending Accounts via an authenticated and encrypted secure socket layer format
 - Retrieve and transmit Funding and / or Spending Account information requested by you
 - Deliver and store the Funding and / or Spending Account information
 - Use, modify, display, distribute and create graphical representations from such information to provide the App to you
- 8.7. You acknowledge that once the Funding Account and / or Spending Account information leaves the App as part of a transmission, Intrust Super and its third party licensors and suppliers shall take reasonable steps to ensure the security and safety of the transmission, but that such transmission is not under the complete control of Intrust Super or its third party licensors and suppliers and that if the Funding Account and / or Spending Account information is in any way intercepted or captured, neither Intrust Super nor and its related third party licensors or suppliers will be liable for any loss including any consequential loss you may suffer or incur as a result, including any loss of revenue, anticipated saving, increased financing costs or any special or indirect loss or damage, resulting from such interception or capture.
- 8.8. You do not give Intrust Super the right to provide or act on behalf of you to transact or make payments to or on your behalf without your authorisation or as otherwise expressly stated in this Agreement.

9. Payment Gateway (eWay) Service Agreement

- 9.1. The payment gateway used to collect your monthly fees and transfer of funds from your nominated Funding Account to your Superannuation Account is governed by the Terms and Conditions found here: <https://www.eway.com.au/legal>.

10. Refunds

- 10.1. Amounts authorised for transfer from your Funding Account, whether individually or on an pre-approved ongoing basis, are deposited directly into your Superannuation Account. Once deposited to your Superannuation Account they form part of your superannuation benefit and are subject to legislated preservation rules. As a result, refunds are not permitted. Intrust Super can only pay amounts from Superannuation Accounts in accordance with legislation.

11. Apple-specific Terms

The following terms also apply if you acquire the App from the Apple Inc (**Apple**) App Store:

- 11.1. Apple is not responsible for any maintenance or support services with respect to the App.
- 11.2. In the event of any failure of the App, you may notify Apple and Apple will refund the purchase price for the App (if applicable), and to the extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any applicable law.
- 11.3. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any applicable law.
- 11.4. In the event of any third party claim that the App, or your possession or use of the App in accordance with this Agreement, infringes that third party's intellectual property rights (other than by reason of content you have elected to use with the App), Apple will have no responsibility for the investigation, defence, settlement or discharge of any such intellectual property claim and you must provide all reasonable co-operation to Intrust Super in connection with that matter.
- 11.5. You warrant and represent that you are not located in a country that is subject to a United States or Australian Government embargo, or a country that has been designated by the United States Government or the

Australian Government as a “terrorist supporting” country or listed on any United States Government or Australian Government list of prohibited or restricted parties.

- 11.6. You acknowledge and agree that Apple, and its subsidiaries, are third party beneficiaries of this Agreement and may have third party rights to enforce this Agreement against you.

12. Contact

- 12.1. Any questions or complaints regarding the App should be directed to:

info@intrust.com.au

Phone: 1800 603 234 (international +617 3013 8953)

Intrust Super

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