



## The Superannuation Clearing House – Online Product Disclosure Statement

**Date prepared:** 8 October 2012

**Issued by:** Pacific Custodians Pty Limited,  
ABN 66 009 682 866 Australian Financial Services  
Licence No. 295142

**Operated by:** The Superannuation Clearing House  
Pty Ltd ABN 15 086 576 721 Corporate Authorised  
Representative No. 290290

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## 1. About this document

This Product Disclosure Statement (PDS) describes 'The Superannuation Clearing House - Online' product (SCH-Online) which is accessed through the Fund's Employer portal. The product is offered/issued by 'Pacific Custodians Pty Limited' (ABN 66 009 682 866) (Pacific) and is operated by 'The Superannuation Clearing House Pty Limited' (ABN 15 086 576 721) (TSCH).

Pacific holds an Australian Financial Services Licence (AFSL) No. 295142 and is authorised to provide general advice and deal in a non-cash deposit and payment product. Pacific has appointed TSCH as a Corporate Authorised Representative (Representative Number 290290). Pacific has authorised TSCH to operate SCH-Online on its behalf.

The information contained in this PDS is provided for general information only and should not be taken as constituting professional advice. Neither Pacific, nor TSCH, are financial advisers. You should consider seeking independent legal, financial, taxation or other advice to check how this information relates to your unique circumstances.

Neither Pacific, nor TSCH, are liable for any loss caused, whether due to negligence or otherwise, arising from the use of, or reliance on, the information provided (directly or indirectly) by this PDS.

If you decide to acquire this product, it will continue to be provided until it is cancelled either by you or by us.

Some terms have a defined meaning in this PDS; please refer to Section 10.

### 1.1 Up-to-date information

The information contained in this PDS is up-to-date at the time of preparation. Information that is not materially adverse is subject to change from time to time. Pacific reserves the right to change information in the PDS. Information that will not materially adversely impact you may be updated by a written update to this PDS which will be available via SCH Online, and by paper copy free of charge on request. However, if the updated information may materially adversely impact you we will issue a supplementary or replacement PDS.

### 1.2 Superannuation Guarantee obligations

Making a payment to the SCH-Online does not satisfy your obligations to make superannuation contributions within required time frames under the Superannuation Guarantee (Administration) Act 1992 (SGA Act).

You must make sure superannuation contributions reach the destination fund by the due date. Take into account the timeframes described in this PDS to allow sufficient time for payment for your contributions to reach the fund.

## 2. About Superannuation Clearing House - Online

SCH - Online allows employers to make contributions to any superannuation fund through the Employer portal website provided by the Employer Fund. You can deal with all your superannuation obligations via a single website and with a single payment.

SCH-Online uses a Payment Agent to process contributions to superannuation funds not administered by associates of TSCH.

### 2.1 How the Superannuation Clearing House - Online works

Access to SCH - Online is only available via the Employer portal website provided by the Employer Fund.

To use SCH-Online you:

1. Select to use the service on the Preferences page in your Employer portal. You must download and agree to this Product Disclosure Document and the Terms & Conditions it contains. You must also provide details of a bank account that we can direct refunds to if required.
2. Provide details of employees for whom you pay contributions to superannuation funds other than to the Employer Fund. SCH-Online maintains a master list of funds that your employees are most likely to choose to contribute to. If you submit contributions to a fund that is not on this list, you must have satisfied yourself that it is a Complying Superannuation Fund and able to receive Superannuation Guarantee contributions.

## The Superannuation Clearing House – Online

3. Make a payment for superannuation contributions by providing contribution details for both "default" employees (ie those for whom you pay contributions to the Employer Fund) and "choice" employees (those who have selected their own Chosen Fund) via your Employer portal. You can do this by entering amounts directly into SCH-Online or by uploading a suitable file. Continue to the 'Payment summary' page. Your Employer portal calculates the total amount due for both default and choice employees as well as any SCH-Online charges.

When you progress from this page and click the 'Confirm' button, the contribution information is submitted to SCH-Online.

4. Make a single payment for the entire amount. The payment is made to the Superannuation Clearing House, not to the Employer Fund. Payment methods allowed are Authorised Bank Transfer (Self-Initiated Direct Debit), Electronic Funds Transfer, or BPAY®.

After your payment has cleared and is matched to contribution data, SCH-Online will pass the contribution data and disburse payment to the appropriate superannuation funds either directly, or via our Payment Agent who will pass them to the appropriate superannuation fund.

We will provide you with web-based reports of contributions and payments.

### 2.2 Contribution and payment timeframes

You should understand and make allowances for SCH-Online processing times. To meet your obligations under the SGA Act you must allow sufficient time for your payment to reach the destination fund.

The day your payment reaches a destination fund depends on two factors:

- i. How you make your payment to SCH-Online. Payments made by Authorised Bank Transfer (ABT) take three days longer to process than payments made by Electronic Funds Transfer (EFT) or BPAY; and
- ii. How our Payment Agent makes payment to the destination fund. Payments made by cheque take longer to reach the destination fund than payments made by EFT.

The expected time for a payment to reach various destination funds is available on the SCH-Online website. We recommend that you allow up to ten business days for payments to be received by all Chosen funds.

#### **Paying a Contribution to the SCH-Online does not satisfy your obligations to make superannuation contributions within required time frames under the SGA Act.**

SCH-Online will normally send contribution data and disburse payment to the Employer Fund or our Payment Agent, as appropriate, on the business day after your payment has been cleared and matched to the contribution. If the contribution is sent via our Payment Agent, they will normally send the contribution data and disburse payment by EFT on the day after they receive it, or post a cheque the day after that.

Payments may be delayed for a number of reasons. Please refer to section 4.1 in this document.

TSCH may receive interest on amounts held in its bank account.

#### 2.2.1 If you pay by Authorised Bank Transfer (ABT)

An Authorised Bank Transfer is a Self-Initiated Direct Debit payment. Your payment will normally be received by the Employer Fund and our Payment Agent, as appropriate, four business days after the scheduled payment date.

#### 2.2.2 If you pay by Electronic Bank Transfer

If you make the payment from your bank's internet payment site before 5pm EST time, your payment will normally be received by the Employer Fund and our Payment Agent, as appropriate, two business days later. If you make payment after 5pm, payments may be received three business days later.

#### 2.2.3 If you pay by BPAY

If you make the payment before 5pm EST, your payment will normally be received by the Employer Fund and our Payment Agent, as appropriate, two business days later. If you make payment after 5pm, payments may be received three business days later.

### 2.2.4 Over & under payments

If you pay an amount more than the total amount due, the surplus will be refunded to your account (the amount due is the total of all contributions to all funds, plus any SCH-Online charges. The amount due is clearly displayed on the website when you submit a contribution.)

If you pay an amount less than the total amount due (including any SCH-online charges), we will send you an email to advise of the shortfall immediately after the payment is matched to the contribution. If we have not received another payment within 10 business days, the entire amount currently matched to the contribution will be refunded to your account. No amounts will be disbursed to superannuation funds and you will need to make other arrangements to meet your superannuation obligations.

If the amount cannot be refunded to your account for any reason, we will make reasonable efforts to contact you to make alternate arrangements. If we are unable to refund the payment to you, the money may be treated as lost applications money and sent to the Australian Securities and Investments Commission (ASIC), in accordance with statutory requirements.

### 2.3 Limitations

Payments for contributions cannot be made to any superannuation fund that does not have an active ABN.

It is your responsibility at all times to conduct necessary investigations to confirm that contributions made to Chosen Funds are Complying Superannuation Funds and capable of satisfying your SGA Act obligations. SCH-Online will pay contributions in accordance with your instructions and will not check that a superannuation fund nominated by you to receive contributions is complying.

## 3. Benefits

Using the services offered by SCH-Online may lead to savings such as:

- reduced processing work;
- lower costs of electronic transactions;
- savings on bank fees;
- reduced number of cheques (or none at all);
- reduced paperwork; and
- less time in dealing with administrative queries from superannuation funds.

## 4. Risks

### 4.1 Delays – failure to meet your SGA Act obligations

Delays in superannuation contributions reaching superannuation funds are possible when using SCH-Online. A delay may result in you failing to meet your obligations under the Superannuation Guarantee (Administration) Act 1992 (SGA Act).

#### 4.1.1 Delays due to SCH-Online processes

SCH-Online will use reasonable endeavours to remit contributions to the appropriate fund as directed by you as described in the section Contribution and payment timeframes. Once the amounts are disbursed to superannuation funds, it can take a number of days for them to be processed and allocated to members' accounts. You need to consider these timeframes when paying superannuation contributions via SCH-Online to ensure you meet your superannuation obligations by the due date.

A payment for any superannuation contribution to SCH-Online does not, in itself, satisfy your obligations to make superannuation contributions within required time frames under the SGA Act.

You are responsible for meeting your obligations under the SGA Act at all times. SCH-Online will not be liable to you or any of your employees if a contribution is not paid by a date required by law.



### 4.1.2 Delays due to incorrect data, incorrect payment or unreadable files

Processing your contribution could be delayed if:

- you provide incomplete or incorrect information in contribution data or in the information accompanying your payment;
- you provide us with a payment that does not match the amount owing, including the required fee;
- errors are contained in the data file, such as data corruption, security breaches, viruses or a lack of integrity in electronic transmissions;
- you do not allow sufficient time for payment to clear your bank.

### 4.1.3 Delays due to system downtime or malfunctions

If SCH-Online or our Payment Agent's computer systems or connections to the internet become unavailable we will take appropriate action to return them to full service.

Computer system downtime may result in unavailability of the Employer Portal website or SCH-Online's processing capability. In this case you may not be able to submit or pay a contribution, or we may not be able to process it within normal timeframes.

From time to time, your Employer Portal and/or SCH-Online may be unavailable. Where this occurs, you will still be responsible for ensuring that you meet your SGA Act obligations, notwithstanding this unavailability.

SCH-Online will not be liable to you or any of your employees for any delays caused by computer system downtime. As access to SCH-Online is dependent on connection to the internet, TSCH does not warrant or represent that access to SCH-Online will be error free or uninterrupted.

## 4.2 Non-payment of superannuation contributions

### 4.2.1 Short payment

If you pay an amount less than the total amount due (including any fees or charges), and a top-up payment is not received within 10 business days, the payment will be refunded to your account. No amounts will be disbursed to superannuation funds and you will need to make other arrangements to meet your superannuation obligations.

### 4.2.2 Rejected contributions

Contributions may be rejected by target funds for a number of reasons, for example;

- inability to allocate money to a fund member due to inaccurate information provided by you, or
- if you are not a participating employer for the fund.

If a contribution is rejected and refunded to our Payment Agent, the amount will be refunded by the Payment Agent directly to you by EFT. The Payment Agent will send an email to you providing information that the target fund has provided to them relating to the rejection. SCH-Online will have no further obligations in this case.

If the amount cannot be refunded to your account for any reason, we will make reasonable efforts to contact you to make alternate arrangements. If the payment is unable to be refunded to you, the money may be treated as lost applications money and sent to the Australian Securities and Investments Commission (ASIC), in accordance with statutory requirements.

### 4.2.3 Incorrect or non payment due to system malfunctions

If an instruction provided by you is incorrectly processed for any reason, or incorrectly processed by our Payment Agent, we will reverse the transaction as soon as practicable. Once rectified, TSCH will not be liable to you or to your employees or to any other party for any loss, whether direct or indirect, caused by a failure of the system to correctly complete an instruction.

## 5. Fees and charges

### 5.1 Clearing house charges

You will be charged \$2.95 per transaction, plus \$0.65 per employee contribution to funds other than the Employer Fund, including GST.

The first 20 employee contributions within a single contribution period will not incur per employee charges.

Charges will be added to the superannuation contribution total and must be paid with the superannuation contribution amount. If the charge is not paid with the amount paid for the superannuation contribution, the entire payment may be refunded. You will then need to make alternate arrangements to satisfy your superannuation obligations.

For example, if in a single payment you specify 15 employee contributions for the Employer Fund totalling \$1500 and 10 employee contributions for members of other funds totalling \$1000, your total payable would be:

Contributions to Employer Fund:	\$1500.00
Contributions to other funds:	\$1000.00
per transaction charge:	\$2.95 inc GST
per employee charge:	\$3.25 inc GST (5 employee contributions to other funds over 20 threshold)
<b>Total Payable:</b>	<b>\$2506.20</b>

These fees may be varied by us. If the charges are increased, we will provide prior written notice and updated information about changed terms and conditions as set out in this PDS.

### 5.2 GST

GST is payable on any SCH-Online charges and is included in the amount displayed to you. A tax invoice is available for download at the time of contribution submission.

## 6. Privacy and confidentiality

We are committed to dealing with information about your employees in accordance with the requirements of the Privacy Act 1988 (Cth). We will only use your employees' personal information for the purposes of providing the services offered through the SCH-Online product as set out in this PDS.

You must ensure that the personal information of your employees that you provide to us has been collected in accordance with the requirements of the Privacy Act 1988 (Cth). This includes ensuring that the privacy collection statement you give to your employees when collecting their personal information makes them aware of the following information:

- our identity and contact details
- the purposes for which their personal information is collected (ie. accepting superannuation Contributions from you and distributing them to a superannuation fund);
- the types of organisations to which we usually disclose their personal information (ie. to their superannuation fund and to the Payment Agent we use to deliver some parts of the product);
- the main consequences for your employees if all or part of their personal information is not provided (ie. their superannuation fund may not be able to accept their contributions); and
- the ability to access the information that we collect from you, for example if your employees want to establish that the information we hold about them is accurate, complete and up to date.

### 6.1 Employer information

SCH-Online will pass your details to our Payment Agent who will store the details on their systems. The information passed includes:

- your employer ID, created by SCH-Online
- your registered name as held in our systems
- your ABN
- your bank account details, for the purpose of refunds
- Contact details: name, phone number, email address, postal address

## 6.2 Employee information

Employee address and contact information for the Employer Fund members is available and may be updated on the SCH-Online website via a direct connection with the Employer Fund. A complete history of your contributions to the Employer Fund on behalf of your employees is also available via a direct connection with the Employer Fund.

Employee address and contact information for members of superannuation funds other than the Employer Fund is held by SCH-Online for identification purposes but is not provided to the Chosen fund for the purposes of updating their records. This remains the responsibility of the member of the Chosen fund.

Employee information passed to our Payment Agent and then on to superannuation funds includes

- Payroll ID
- First name, initial & surname
- Date of birth
- Tax File Number
- Fund Member ID
- Contribution amounts

Our Payment Agent will not store any employee information on their systems.

## 6.3 Statistical information

TSCH may report your use of SCH-Online to the Employer Fund. Reports may include, but not be limited to, the number of contributions made through this facility, the number of contributions made to funds other than the Employer Fund, the amounts involved and the number of employees moving between the Employer Fund and other funds.

Reports provided will be of aggregated statistical information and will not disclose contribution information related to individual employees.

## 7. Support and dispute resolution

### 7.1 Telephone and email support

SCH-Online has a dedicated team to support queries relating to the Superannuation Clearing House. You can call Superannuation Clearing House support on 1300 855 935.

### 7.2 Disputes

We have established procedures for dealing with enquiries and complaints about the SCH-Online product as set out in this PDS. We will make all reasonable efforts to resolve complaints within 90 days of receipt.

If you have a complaint about us or the SCH-Online, please contact:

The Complaints Officer  
The Superannuation Clearing House Pty Ltd  
PO Box 56  
Parramatta, NSW, 2124  
Phone: 1300 855 935  
Email: support@schonline.com.au

If a dispute arises we will continue to provide the services covered by this PDS unless:

- (a) the product is cancelled; or
- (b) you fail to pay all or part of the fees during the period of the dispute.

If you are not satisfied with the way we handle, or resolve, your complaint or you have not received a response in 90 days, you may be able to lodge a complaint with the Financial Ombudsman Service Limited (FOS).

FOS is an independent body set up to assist consumers in the resolution of complaints relating to the financial services industry, in particular the provision of financial products and advice. FOS may be able to assist you to resolve your complaint but will only become involved after you have made use of our internal complaint handling procedures.

FOS can be contacted at:

Financial Ombudsman Service Limited  
GPO Box 3 Melbourne VIC 3001  
Ph: (03) 9613 7366 Fax: (03) 9613 6399  
Email: membership@fos.org.au  
Web: www.fos.org.au



## 8. How to acquire this product

To acquire SCH-Online and use the services offered you need to:

- a) read this PDS and our Financial Services Guide (FSG) and contact us if you have any queries. You should consider seeking independent legal, financial, taxation or other advice to see if this product is appropriate for you.
- b) log into your Employer Portal provided by the Employer Fund using your normal username and password. Navigate to the Preferences page and tick the box stating that you wish to use SCH-Online and that you have read and agree to this PDS and the Terms & Conditions it contains. Provide your ABN and bank details if they are not already recorded in your Employer Portal.
- c) make a payment for contributions via your Employer Portal.

## 9. Cancelling this product

### 9.1 You may cancel this product

You may cancel this product at any time by logging into your Employer Portal using your normal username and password. Navigate to the Preferences page and uncheck the box to use SCH-Online.

Any contributions already in progress via SCH-Online will continue with the SCH-Online process. Future contributions will be processed to the Employer Fund only.

Any information you have entered in the system regarding employees directing contributions to other funds will not be available to you if you cancel the product.

### 9.2 We may cancel this product

We reserve the right to immediately cease providing you with the SCH-Online product at any time if you breach any of the terms and conditions set out in this PDS. The product may also be cancelled by us immediately if you cease contributing to the Employer Fund or if the Employer Fund ceases to provide the Employer Portal website. In all other cases, we will give you at least thirty (30) days written notice before we cease providing the SCH-Online product.

### 9.3 What happens when the product is cancelled

After the product has been cancelled, we will complete any instructions you have given us at the time of cancellation.

Within 28 business days of the product being cancelled:

- we will deliver to you any property under our control which belongs to you
- you will deliver to us any property under your control which belongs to us.

## 10. Terms and Conditions

In addition to the terms and conditions set out in the remainder of this PDS if you acquire this product, you agree to the following terms and conditions:

### 10.1 Important Terms

In this PDS, unless the contrary intention appears, the following terms will have the following meanings:

**Bank** means the bank which provides the accounts through which TSCH operates SCH-Online;

**Business Day** means a day that is not a Saturday, a Sunday, a public or banking holiday in the state of New South Wales.;

**Chosen fund** means a superannuation fund selected by an employee of yours to receive contributions you make on behalf of the employee;

**Complying Superannuation Fund** means a superannuation fund that complies with section 42 of the Superannuation Industry (Supervision) Act 1993. Complying funds are listed on [www.superfundlookup.gov.au](http://www.superfundlookup.gov.au).

**Contribution** has the same meaning as the corresponding term in the Superannuation Industry (Supervision) Regulations 1994, and includes Superannuation Guarantee (SG) Contributions;

**Employee** means "employee" as defined in section 12 of the Superannuation Guarantee (Administration) Act 1992(SGA Act);

**Employer portal** means the website you use to login to access your account with your employer fund.

**Employer Fund** means the fund nominated by you in accordance with the SGA Act to receive Contributions for your Employees who do not nominate another fund to receive Contributions, or the fund with whom you are registered to use Employer portal;

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**GST** has the same meaning as the corresponding definition in the GST Act;

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999;

**Our** means TSCH;

**Pacific** means Pacific Custodians Pty Limited ABN 66 009 682 866 AFSL 295142;

**Party** means TSCH or you, or both, as appropriate;

**Payment Agent** means the bank that we contract to process contributions to superannuation funds not administered by associates of TSCH.

**PDS** means this Product Disclosure Statement;

**SCH-Online** means The Superannuation Clearing House - Online, which is the product being offered under this PDS;

**SGA Act** means the Superannuation Guarantee (Administration) Act 1992;

**Superannuation Guarantee (SG) Contributions** means the Contributions an employer is required to pay on behalf of its employee(s) under the SGA Act;

**Tax Invoice** has the same meaning as the corresponding definition in the GST Act;

**TSCH** means The Superannuation Clearing House Pty Ltd ABN 15 086 576 721;

**Us** means TSCH;

**We** means TSCH; and

**You** means a person who has acquired, or is considering acquiring, the product offered under this PDS.

Unless a contrary intention appears:

- a) a reference to a statute, ordinance, code or other law includes its regulations, consolidations, amendments, re-enactments or replacements of it;
- b) singular includes plural and vice versa;
- c) person includes a body corporate, a firm, an unincorporated association or statutory authority;
- d) reference to TSCH includes its successors or permitted assigns and (where applicable) its servants, agents and contractors;
- e) reference to a monetary amount are references to Australian currency.

## 10.2 Your obligations

If you use the SCH-Online, you agree to be bound by the terms and conditions set out in this PDS.

When you agree to use SCH-Online, all contributions you make via your Employer Portal will be made through SCH-Online. You may incur fees and charges when you make these contributions, whether or not a particular contribution includes contributions to funds other than the Employer Fund.

### 10.2.1 Providing us with information

You must provide us with all required information in our approved format. If you provide us with incomplete information, or information in another format, we will reject the information and not process it. This may result in the processing of contributions being delayed.

You are responsible for the accuracy and completeness of the information you provide to us, and the accuracy of contributions you give to us. Providing us with inaccurate or incorrect information or incorrect contribution payments or amounts of fees, or any of these, may result in contributions not being matched in our systems or not being received by a superannuation fund or both.

You are responsible for updating any changes in your employees' data, adding new employees or making any other changes as required before giving your instructions to us.

If you think we have made an error in processing your instructions, you must notify us as soon as possible and provide us with details of the payment you believe was made in error. You must provide us with all reasonable information we require to investigate and resolve your claim.

### 10.2.2 Authority to acquire product

You warrant that you have an appropriate authority to acquire this product and use the services offered under this PDS.

By acquiring this product, you agree that you have given us the authority to:

- a) send instructions to the Bank, the Employer Fund, or your employees' chosen fund(s) in relation to contributions, including receiving, remitting, and refunding contributions; and
- b) contact and liaise, in writing or otherwise, with third parties or other persons in relation to providing the services offered through the SCH-Online product as set out in this PDS, which includes investigating any errors or delays in remitting contributions for processing and instructing third parties and other persons in order to rectify any errors or delays.

### 10.2.3 Remitting Contributions

We will be under no obligation to remit contributions to a superannuation fund as directed by you until the Bank clears the payment in respect of contributions and there are sufficient funds available to us to make the required contribution and to pay our fees.

We have no responsibility to ensure that your contributions are received by the Employer Fund or employees' chosen fund(s).

It is not our obligation to ensure that the superannuation funds you direct us to remit contributions to are Complying Superannuation Funds. It is your responsibility to ensure any legislative and compliance requirements are met in order for us to remit contributions.

### 10.3 Liability and Indemnity

Neither we nor Pacific will be liable to you or any of your employees if for any reason a contribution is not paid by a date required by law. This may occur as a result of the contribution being dishonoured, or failing to be cleared by the Bank, or a superannuation fund refusing to accept contributions, or for other reasons.

Neither we nor Pacific will be responsible for any delays that may occur in remitting contributions where:

- a) your instructions are received either on a day which is not a Business Day, or after 5pm EST on a Business Day;
- b) your instructions contain errors or omissions; or
- c) your payment does not match the amount payable, including any fees owing.

Neither we nor Pacific will be liable for any loss or damage caused in the proper performance of the services offered through the SCH-Online product as set out in this PDS, other than loss directly caused by our default or negligence.

Neither we nor Pacific will be liable to you or to your employees, or to any other party, for any loss, whether direct or indirect, caused by a failure of the SCH-Online or our Payment Agent's computer systems to complete an instruction correctly, nor for any loss where such loss is wholly or substantially due to a force majeure event, which includes any cause beyond our control, including war, sabotage, terrorist activity, national emergency, blockade or governmental action, inaction or request, and act of God.

### 10.3.1 Your indemnity

You will indemnify Pacific and us against any loss, claim or liability suffered or incurred or payment made by Pacific and us:

- as a direct or indirect result of any action taken by us that is within the scope of our authority set out in this PDS, or
- is otherwise in compliance with the terms and conditions in this PDS including action taken upon any request (whether written or oral), notice, consent, certificate or other instrument reasonably believed by us to be from you or a person authorised by you.

### 10.4 Security

We will act in accordance with the terms and conditions set out in this PDS and the agreed methods of transferring contributions, and contribution data, to the SCH-Online. You are responsible for regularly and carefully checking that the contributions, and contribution data, you give us is accurate and complete and does not contain any unauthorised transactions. You must report any unauthorised transactions to us immediately. You must not disclose your user identification or passwords to any other person. Neither we nor Pacific will be liable for any loss, damage, claims and expenses arising from, or in connection with, unauthorised transactions.

### 10.5 Insurance

We will maintain adequate electronic and computer crime insurance and professional indemnity insurance covering the provision of the services offered through the SCH-Online product as set out in this PDS at our own expense or at the expense of a related body corporate.

### 10.6 Changes to terms and conditions

We reserve the right to change the terms and conditions set out in the PDS at any time. We will give you at least thirty (30) Business Days written notice prior to any changes taking effect.

You agree that we can give notice of changes to the terms and conditions set out in the PDS in writing, electronically (including by posting the changes on SCH-Online) or in any other way permitted by law.

### 10.7 Agents and sub-contractors

We will appoint a Payment Agent to process contributions to superannuation funds not administered by associates of SCH-Online and may appoint an agent or sub-contractor to perform any of the services offered through the SCH-Online product as set out in this PDS, but we will remain liable for the acts and omissions of any agent or sub-contractor we appoint.

### 10.8 Notices

All notices required to be given or served in relation to this PDS must be in writing and will be deemed to be properly given or served if signed by an authorised person and delivered to the party at their address or sent by pre-paid post, hand or courier delivery or email.

The Superannuation Clearing House Pty Ltd  
PO Box 56  
Parramatta, NSW, 2124

### 10.9 Entire Agreement

The terms and conditions contained in this PDS represent the entire agreement between the parties despite any prior negotiations, representations, warranties, covenants, understandings or agreements made or entered into before you acquire this product.

### 10.10 No waiver

Any delay or failure to exercise any right, remedy or power in accordance with the terms and conditions of this PDS will not amount to a waiver. Any party may exercise the right, remedy or power at any time even if it was waived on an earlier occasion.

### 10.11 Governing law

The terms and conditions in this PDS are governed by the laws in force in New South Wales and you submit to the non-exclusive jurisdiction of the courts of New South Wales.