

## Terms of use

### Contract

Access to and use of the SuperEd Website (the **Website**) and/or Advice Platform (**the Platform**) and the services available through the Website and/or the Platform are subject to the following terms of use and other terms and conditions imposed in respect of any particular application service or membership level we make available from time to time. These terms of use create a legal and binding contract between you and us.

### Parties

'our', 'us' and 'we' refers to SuperEd Pty Ltd ABN 88 118 480 907 (**SuperEd**), AFSL 468859, of 100 Walker Street, North Sydney, NSW, 2060, Australia. The words 'you' and 'your' refer to users of the Website and/or the Platform and services.

### Jurisdiction

The material on the Website and/or the Platform is published by us and is intended for use in Australia only, and is not intended for use outside Australia. We make no claim that the information contained on the Website and/or the Platform or the services we provide is appropriate for persons who do not reside in Australia, nor that it may be downloaded legally outside Australia. If you access the Website and/or the Platform or the services we provide from outside Australia, you do so at your own risk. All advice provided on the Website and/or the Platform is based on the Australian regulation.

### Privacy

Your privacy and security is important to us. Refer to our [Privacy Policy](#) for information about how we handle personal information we hold about you.

In addition to the information you provide us, we also use technology to collect anonymous information about the use of the Website and/or the Platform, for example when you browse the Website and/or the Platform our service provider logs your server address, the date and time of your visit, the pages and links accessed and the type of browser used. It does not identify you personally and we only use this information for statistical purposes and to improve the content and functionality of the Website and/or the Platform, to better understand our clients and markets in which we operate in order to ensure our services continue to meet customer needs and expectations.

In order to collect this anonymous data we may use “cookies”. Cookies are small pieces of information which are sent to your browser and stored on your computer’s hard drive. Sometimes they identify users where the Website and/or the Platform requires information to be retained from one page to the next. This is purely to increase the functionality of the Website and/or the Platform. Cookies by themselves cannot be used to discover the identity of the user. Cookies do not damage your computer and you can set your browser to notify you when you receive a cookie so that you can decide if you want to accept it. They allow the Website and/or the Platform to recognise your computer when you return in the future.

### Access to SuperEd's Services

The Website and/or the Platform is a business and commercial Platform intended to provide you financial advice, access to budgeting tools, financial forecasts and other applications or services offered from time time. It is, therefore, not intended for persons under the age of 18. You confirm that you are aged 18 or older.

### General Warning

Information provided on this website may be general advice, which does not consider your personal needs or circumstances. You should consider carefully your own needs before you act on any advice contained in this website.

You should not act and should refrain from acting solely on the basis of the material contained on this Website or provided via our services.

## **Content**

You are responsible for the completeness and accuracy of any information provided to us.

We may ask you for certain information (including where relevant your partners) to assist you to complete application forms, such as if you require our assistance with applying for a relevant financial product or service or Centrelink entitlement. You (and where relevant your partner) are responsible for the accuracy and completeness of any information provided to us for such applications.

We are not responsible, and do not accept any liability, for the accuracy of any information added to the Website and/or the Platform by you or any third party, such as your superannuation fund.

## **Promotions and Benefits**

From time to time, we may offer certain promotions and benefits to users of the Website for particular services. We will notify you if the promotion and benefit relates to the services you can access through the Website or by email. These promotions and benefits are subject to terms and conditions which govern your participation or use of the promotion or benefit. We will provide you with the terms and conditions of the promotion or benefit when it is offered to you.

## **Use**

Use of the Website and/or the Platform and services is limited to using the applications that we make available from time to time on the Website and/or the Platform in accordance with these terms and conditions or any additional terms and conditions applicable to specific services.

We may provide a facility on this Website and/or the Platform that provides you with financial advice, including but not limited to financial forecasts, assistance with applying for relevant Centrelink entitlements, access to budgeting tools and other services or applications we may offer from time to time.

We may also in some cases provide you with personal financial advice through the Website and/or the Platform. This will be based on your investment objectives, financial situation or specific needs as detailed to us by you or any information provided by your superannuation fund. Where we provide personal advice we will do so by means of a generated document titled a Statement of Advice (SoA). The SoA is an important document that you should carefully read and understand the basis and its limitations and warnings before signing and or agreeing to acquire a financial product.

Some information and advice on the Website and/or the Platform is general advice only and does not take into account your objectives, financial situation or needs. You should consider whether the advice is suitable for you and your personal circumstances before you rely on it. Before making a decision, you should assess your own financial situation and needs, read the relevant Product Disclosure Statement for the products recommended (if any) and consult an adviser if required before making an investment decision.

Any other information contained on this website is general in nature and is not intended to make or imply any personal advice recommendations.

You agree that in using the Website and/or the Platform you will not, either directly, or indirectly through another party, use any robot, spider, screen scraper, data aggregation tool or other device or process to process, monitor, copy or extract any web pages on the Website and/or the Platform, or any of the information, content or data contained within or accessible through the Website and/or the Platform, without our prior written permission. Further you agree not to use any process to aggregate or combine information, content or data contained within or accessible through the Website and/or the Platform with information, content or data accessible via or sourced from any third party.

In addition you agree not to use any information on or accessed through the Website and/or the Platform for any commercial purpose or otherwise (either directly or indirectly) for profit or gain. You also agree not to reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with the Website and/or the Platform, or copy, reproduce, alter, modify, create, derivative works, or publicly display, any part of any content from the Website and/or the Platform without our prior written permission.

As a user of SuperEd's Website and/or the Platform, you are responsible for maintaining the confidentiality of your password and your account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify SuperEd of any unauthorised access or use of your password or account or any other breach of security, and ensure that you log out from your account at the end of each session. SuperEd cannot and will not be liable for any loss or damage arising from your failure to comply with the requirement to maintain the confidentiality of your password, account, security and logging out from your account.

## **Trademark and Copyright**

All trade names, brand names, trade symbols, logos, slogans, trademarks or services marks are trademarks or proprietary interests of SuperEd. There are other trade names, brand names, trade symbols, logos, slogans, trademarks, service marks, brand names, company names, logos, slogans, trademarks or service marks indicated on the Website and/or the Platform that are the property of their respective owners.

## **Warranty**

While reasonable steps have been undertaken to ensure that the information, materials and services contained on the Website and/or the Platform are free from error, to the extent permitted by law, which law cannot be excluded, we do not warrant the accuracy, adequacy or completeness of content. Information on the Website and/or the Platform may change without notice to you, unless we are required by law to provide you with notice of any changes. All terms implied by law, except those that cannot be excluded by law, shall be excluded.

## **Liability**

To the maximum extent permitted by law, we disclaim liability for any damages, including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with:

- any failure or performance, error, omission, interruption, defect, delay in operation or transmission;
- line or system failure or the introduction of a computer virus, or other technical sabotage;
- use of the Website and/or the Platform, or the inability to use the Website and/or the Platform; or

- any content on the Website and/or the Platform, including content published by us, except to the extent the liability arises as a result of our negligent or wrongful acts or omissions.

## Indemnity

You indemnify us (and any of our related bodies corporate) in respect of any liability incurred by us (or any of our related bodies corporate) for any loss, cost, damage, expense, howsoever caused, and under any theory of liability, including tort, statute, equity or contract, that we suffer as a result of your breach of any term, condition or warranty in these terms and conditions or any other terms and conditions you agree to prior to using any application we make available on the Website and/or the Platform except to the extent the loss, cost, damage or expense was caused by our negligent or wrongful acts or omissions.

## Links

Our Website and/or the Platform may contain a number of links to other internet sites which are operated by third parties. The provision of the link does not mean that we endorse or accept any responsibility for the content, use, or products and services made available through the associated web sites. By utilising these links, you acknowledge and agree that we are not responsible for the actions, content, accuracy, privacy policies, opinions expressed, services provided, goods sold, or other links provided by these sites. You further acknowledge and agree that we are not responsible either directly or indirectly for any damage or loss caused by use of or reliance on linked sites. Should you have any questions regarding these sites, you should address them directly with the relevant site administrator. Where our website may provide links to other sites for you to access, you should be aware that these other sites are not subject to this Privacy Policy or our privacy standards and our procedures. You will need to contact them directly to ascertain their privacy standards.

## Termination

These terms and conditions of use of the SuperEd site may be terminated by you or by us without notice to the other. If you terminate these terms and conditions our agreement to provide you with access to this Website and/or the Platform and use the applications we make available ends immediately.

## Law

This agreement is governed by the law in force in the state of New South Wales, Australia. Any dispute arising in connection with these terms and conditions or in connection with your use of this Website and/or the Platform which cannot be resolved by good faith negotiations between us shall be referred to mediation or to arbitration. However, we reserve, at our absolute discretion, our right to instigate legal proceeding prior to negotiation, arbitration or mediation against any individual, organisation or entity, who in our opinion has acted in breach of these terms and conditions.

## Changes to terms of use

We reserve the right to modify, update or otherwise alter these terms of use. Please return periodically to review our terms of use.

## Contact

If you have any queries about the terms of use, contact us at [admin@supered.com.au](mailto:admin@supered.com.au).

The Terms of Use was updated on 3 July 2020 v1.3