

# Combined Financial Services Guide and Product Disclosure Statement

## Express Super

**Issued by Micropay Pty Limited (ACN 071 007 326)**

Micropay Pty Limited (ACN 071 007 326) ("**Sage MicrOpay**") is the provider of a non-cash payment facility (called throughout this document the '**Clearing House Facility**').

*Sage MicrOpay* provides the *Clearing House Facility* in its capacity as authorised representative (having the authorised representative number 344451) of PayClear Services Pty Limited (ACN 124 852 320), which is the holder of AFSL number 314357.

For the purposes of the Combined Financial Services Guide ("**FSG**") and the Product Disclosure Statement ("**PDS**"), *Sage MicrOpay* is the provider of the *Clearing House Facility* and all references to *Sage MicrOpay* throughout this Combined *FSG* and *PDS* refers to *Sage MicrOpay's* offer to provide the *Clearing House Facility* to its clients.

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## FINANCIAL SERVICES GUIDE

This Financial Services Guide ("**FSG**") is provided by Micropay Pty Limited (ACN 071 007 326) ("**Sage MicrOpay**"), in its capacity as authorised representative (having the authorised representative number 344451) of PayClear Services Pty Limited (ACN 124 852 320) ("**PayClear**"). *PayClear* is the holder of AFSL number 314357.

*PayClear* has authorised *Sage MicrOpay* to distribute this *FSG* in its current form and has consented to the inclusion of references to *PayClear* in this *FSG* and has not as at the date of this *FSG* withdrawn either its authorisation or consent.

This *FSG* is dated 9<sup>th</sup> April 2015

*Capitalised terms used in this FSG that are not otherwise defined in this FSG have the meaning given in the Glossary section of the Product Disclosure Statement (at page 21).*

### Purpose of this document

The purpose of this *FSG* is to inform you of those matters required under the *Act* and the *Regulations* to assist you in deciding whether or not to use the *Clearing House Facility* provided by *Sage MicrOpay* acting in its capacity as authorised representative of *PayClear*.

The *Clearing House Facility* is a component of the *Express Super* superannuation payment facilitation service ("**Express Super**") which *Sage MicrOpay* provides through its contractor *SuperChoice Services Pty Ltd* ("**SuperChoice**") which is a company related to *PayClear*.

This *FSG* contains important information on:

- the benefits that may be paid to *Sage MicrOpay*, *SuperChoice* and *PayClear* in relation to the *financial services* provided to you; and
- how complaints against *Sage MicrOpay* may be dealt with and resolved.

### Products and services

This *FSG* relates to the *financial service* involved in providing the *Clearing House Facility*, in connection with *Express Super*, to you.

This *FSG* only deals with the provision by *Sage MicrOpay* of the *Clearing House Facility* and not any other services provided by *Sage MicrOpay* in connection with *Express Super* or any other service provided by *Sage MicrOpay* or its related bodies corporate that are not regulated by the *Corporations Act, 2001 (Cth)* ("*Act*") or *Corporations Regulations, 2001 (Cth)* ("*Regulations*").

### Roles of Sage MicrOpay and PayClear

The only *financial service* provided by *Sage MicrOpay* or *PayClear* involves that of offering and providing the *Clearing House Facility* in connection with *Express Super*.

Neither *Sage MicrOpay* nor *PayClear* is licensed or authorised to provide any other *financial service*, including that of providing financial advice, other than general *financial product* advice in relation to non-cash payment facilities.

Any correspondence related to Express Super should be sent to *Sage MicrOpay*, by email (at the contact details indicated below).

If an employer applies to use *Express Super*, then they agree to be bound by the *Terms and Conditions* which form part of the *Application Form* (a copy of which is included in the *PDS* section of this Combined *FSG* and *PDS*).

In *Sage MicrOpay* providing the *Clearing House Facility*, *PayClear* acts as a subcontractor to SuperChoice which is subcontracted to *Sage MicrOpay* to provide certain services in connection with the facility.

## Contact details of Sage MicrOpay

**Sage MicrOpay** may be contacted as follows:

- Address: Level 2, 67 Albert Avenue, Chatswood, NSW 2067
- Phone: (02) 9884 4000
- Fax: (02) 9884 4066
- Email: [expresssuper@micropay.com.au](mailto:expresssuper@micropay.com.au)
- Website: [www.sagemicropay.com.au](http://www.sagemicropay.com.au)

## Remuneration of Sage MicrOpay, SuperChoice and PayClear

In providing the *Clearing House Facility*, *Sage MicrOpay* receives remuneration from recipients of *Express Super*. The remuneration received by *Sage MicrOpay* is set out in the *PDS* part of this Combined *FSG* and *PDS*.

As a sub-contractor and facilitator of the *Clearing House Facility*, *PayClear* receives interest on the *Contributions* temporarily held in the relevant holding account pending transmission of those amounts to the relevant Superannuation Funds. The interest that *PayClear* receives at the date of this *FSG* is 3.00% per annum but this rate fluctuates upwards and downwards according to fluctuations in interest rates.

As a sub-contractor to *Sage MicrOpay*, SuperChoice receives remuneration from *Sage MicrOpay*.

Apart from the contractual relationship between *Sage MicrOpay* and *PayClear* disclosed above, there is no other relationship or association between *Sage MicrOpay* and *PayClear* or between *Sage MicrOpay* and SuperChoice, apart from the relationship of SuperChoice as a subcontractor of *Sage MicrOpay*. SuperChoice and *PayClear* are subsidiaries of a common holding company and as such are related bodies corporate of each other.

## Complaints

Although *PayClear* and *Sage MicrOpay* are committed to providing clients with a quality product and service, a client may sometimes feel that they have cause for complaint. If so, the complaint should be communicated and will be dealt with in the following manner.

## By phone

You can contact customer support team at *Sage MicrOpay* on 1300 729 329 to advise of the problem.

## In writing

Alternatively, please send the details of the complaint, in writing, to:

- Complaints Manager
- Address: Level 2, 67 Albert Avenue, Chatswood, NSW 2067
- Phone: (02) 9884 4000
- Fax: (02) 9884 4066
- Email: [expresssuper@micropay.com.au](mailto:expresssuper@micropay.com.au)
- Website: [www.sagemicropay.com.au](http://www.sagemicropay.com.au)

To assist in a speedy investigation of your complaint please ensure that you provide the following information:

- your name;
- your Client number;
- employer name and ABN;
- member fund name and ABN;
- details of the problem;
- the date when the problem occurred; and
- your phone number, fax number or email address.

## How *Sage MicrOpay* deals with complaints

*Sage MicrOpay* has a designated Complaints Manager who is responsible for managing any formal complaints to ensure they are dealt with appropriately.

A written complaint will be acknowledged within 5 *Business Days* and every reasonable effort will be made to resolve the complaint within 30 *Business Days* of receipt. You will be kept informed of the progress of investigating and resolving your complaint.

The complaint will be handled in confidence.

[*Sage MicrOpay's* complaint handling process has been established in accordance with the ASIC regulatory guide 165 and the Australian Standard on Customer Satisfaction – Guidelines for Complaints Handling in Organisations (AS ISO 10002-2006).

## Other options

If you are not satisfied within 45 *Business Days* of notification of your complaint to *Sage MicrOpay*, you may contact the Financial Ombudsman Service (**FOS**).

The *FOS* is an independent dispute resolution service that can consider complaints about *financial products*. For more information about *FOS* please go to their website at [www.fos.org.au](http://www.fos.org.au)

The contact details for FOS are:

GPO Box 3  
Melbourne Victoria 3001  
Phone: 1300 78 08 08  
Fax: 03 96136399  
Email: [info@fos.org.au](mailto:info@fos.org.au)

*PayClear* is a member of *FOS*. The service is free to recipients of its *Clearing House Facility*.

You should be aware that *FOS* will not deal with your complaint unless you have first raised the matter with *Sage MicrOpay* and has given *Sage MicrOpay* the opportunity to resolve the matter.

## Compensation

*SuperChoice* and *PayClear* are both beneficiaries of a financial services professional indemnity insurance policy that provides cover of up to [\$2 million] for any claims made by any of their customers arising from any wrongful act committed by either of them in performing their professional *financial services* of providing the *Clearing House Facility*. Each of *SuperChoice*, *PayClear* and *Sage MicrOpay* are also beneficiaries of separate professional indemnity insurance policies that provide cover for negligent or wrongful acts or omissions in providing their other services. These policies of insurance satisfy the compensation arrangements required under section 912B of the *Act*.]

## Product Disclosure Statement ("PDS")

In conjunction with this *FSG*, you will receive a *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.

A *PDS* is:

- designed to assist you to decide whether to acquire the *financial product*, and
- required to contain information about the features, terms, conditions, benefits, costs and risks for the *financial product*, and
- issued by the issuer of the *financial product*.

## Statement of Advice ("SOA")

*Sage MicrOpay* may be required to give you an *SOA* when it provides personal advice about a *financial product* to you. Personal advice is advice when your objectives, financial situation or needs have been or would be expected to be considered.

***Sage MicrOpay* does not provide personal financial advice generally or specifically about the non-cash payment facility and is not authorised by *PayClear* to do so. *Sage MicrOpay* and its staff are only authorised to and will only give general information and general advice about the non-cash payment facility.**

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## PRODUCT DISCLOSURE STATEMENT

*Sage MicrOpay* has included a Glossary at page 21 of this *PDS* to explain certain capitalised terms used throughout this *PDS*.

This *PDS* is intended to comply with the product disclosure statement requirements of the *Act* and the *Regulations*.

This *PDS* is provided to assist you in deciding whether or not to accept the offer of Sage MicrOpay Pty Limited (ACN 071 007 326) ("**Sage MicrOpay**") to provide you with a *financial product* comprising the *Clearing House Facility* as authorised representative of PayClear Services Pty Limited (ACN 124 852 320) ("**PayClear**") (the holder of an AFSL number 314357).

This *PDS* is prepared and provided by *Sage MicrOpay* as the authorised representative of *PayClear*. *PayClear* has authorised *Sage MicrOpay* to distribute this *PDS* in its current form and has consented to the inclusion of references to *PayClear* in this *PDS* and has not as at the date of this *PDS* withdrawn either its authorisation or consent.

This *PDS* is dated 9<sup>th</sup> April 2015

### Contact Details of *Sage MicrOpay*

*Sage MicrOpay*, as the authorised representative of *PayClear*, is the issuer of the *Clearing House Facility*.

**Sage MicrOpay** may be contacted as follows:

- Address: Level 2, 67 Albert Avenue, Chatswood, NSW 2067
- Phone: (02) 9884 4000
- Fax: (02) 9884 4066
- Email: [expresssuper@micropay.com.au](mailto:expresssuper@micropay.com.au)
- Website: [www.sagemicropay.com.au](http://www.sagemicropay.com.au)

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## 1. SAGE MICROPAY AND THE CLEARING HOUSE FACILITY AT A GLANCE

### Who can use *Express Super*

- Employers who want a simple, secure and cost-effective way of managing their employee *Contributions* online.

### Benefits of using *Express Super*

- Replace multiple cheque and online payments to participating superannuation funds with one online payment.
- Eliminate multiple superannuation fund paperwork requirements and forms handling.
- No need to prepare fund remittances.
- Eliminate postage & cheque costs of paying multiple superannuation funds.
- Online access to review all the reference numbers, times & dates of presentation.
- Validation - stops employers paying superannuation funds that can't accept choice payments – see applicable superannuation fund alerts **before** employers pay, not after.
- Reduces unnecessary strain on staff and resources.

### Payment methods

If employers send a *Direct Credit / EFT* of the *Contributions* then they must ensure they use the unique account number and BSB provided on registration.

### Fees and charges

Refer to the Section 'Fees and charges' at page 19 of this *PDS* for a detailed outline of fees and charges.

### Enquiries and complaints

*Sage MicrOpay* has procedures for dealing with complaints. Please refer to the section headed 'Complaints' in the FSG.

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## 2. EXPRESS SUPER IN DETAIL

*Express Super* enables employers to submit *Contributions and* member information online via a secure Website. The instructions to pay various superannuation funds are collated and one *Direct Credit* is made from your nominated bank account to [PayClear] and Sage MicrOpay arranges for distribution of the relevant remittance advices and *Contributions* to the relevant superannuation funds.

*Express Super* has three core components:

- the Sage MicrOpay Payroll Software which uploads the payroll data to the Website;
- the Website through which *Express Super* is accessed; and
- the *Clearing House Facility* which is made available in connection with *Express Super* and which processes the *Direct Credit Contribution payments*.

Sage MicrOpay also provides support including (but not limited to) demonstrations of the software, training, payroll interface support, general call and help desk support.

### The Sage MicrOpay Software and SuperChoice involvement

The Website that powers *Express Super* is maintained by *SuperChoice* pursuant to the terms of a service agreement between Sage MicrOpay and *SuperChoice*.

*SuperChoice* is also required to provide certain back-end administration support to Sage MicrOpay in connection with the provision of *Express Super* to the employers.

*SuperChoice* is also an authorised representative of PayClear.

*SuperChoice* has provided its written consent to those statements in this PDS that include reference to *SuperChoice* (including this section) and has not as at the date of this PDS withdrawn its consent.

### The Clearing House Facility

The *Clearing House Facility* is an electronic facility through which payments can be made otherwise than through the physical delivery of Australian or foreign currency or by cheque (i.e. a non-cash payment facility).

Sage MicrOpay provides the non-cash payment facility in its capacity as the authorised representative of *PayClear*, which is the holder of the trust account into which the relevant *Contributions* are received and from which the *Contributions* are subsequently paid to the relevant superannuation funds.

### Express Super summarised

- **Administration:** Helps minimise the administrative burden upon employers managing *Contributions* to multiple superannuation funds. It is an efficient and effective way to make large numbers of *Contribution* payments to many superannuation funds.

- **Easy to use.** Once employers have entered the information required, that information is securely stored. Employers can even upload the payroll file so that the employee details are automatically transferred to *Express Super*. This means that employers do not have to re-key all the employee data to make *Contributions* on their behalf.
- **Flexibility.** If employers need to add, amend or delete an employee record they can log on to the website and do so directly or from payroll.
- **Accessibility.** The website is available 24/7. The help line is available Mon to Fri between 8:30 am and 5:00 pm (Sydney time), except when *Express Super* is unavailable because of routine or emergency maintenance.
- **Security.** The *Website* is protected by a private cryptographic key system called 'secure socket layer' which is widely used by banks for internet banking applications.
- **Support.** Employers are provided with support infrastructure. There is also a help-line and a user guide to assist you with using *Express Super*.

## Getting started

To register for *Express Super*, complete the *Application Form* (in this *PDS*) and return it to the address shown on the *Application Form*.

Once *Sage MicrOpay* has accepted your application and you have been registered on the system, *Sage MicrOpay* will send you a confirmation that *Express Super* is available to you. You will be contacted by a representative to assist with the set-up and implementation of *Express Super*.

## Managing risks

There are a number of risks for employers in facilitating contributions to a wide range of superannuation funds whether an employer is using a superannuation clearing house service or not. All of these risks have direct implications for the timing of contributions and their subsequent allocation to the employee's (member's) account.

A significant overarching risk for most employers using private sector clearing house services is failing to provide sufficient time to meet Superannuation Guarantee deadlines.

An employer's Superannuation Guarantee obligations are only extinguished at the time the fund receives the money, not the date the employer pays the money, nor the date a private sector clearing house receives the money from the employer or pays the money to the superannuation fund.

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

Many of the risks and errors set out in the table below can contribute to delays and a failure on the part of the employer to meet their Superannuation Guarantee deadlines.

Risk	Description	How we help mitigate the risk	What you need to do
<i>Getting started</i>			
<p>Privacy:</p> <p>Disclosing to your employees that you are making payments through a 3<sup>rd</sup> party</p>	<p>You should seek advice about whether you need to disclose to your employees that you are providing personal information to Express Super and it's service providers with which to facilitate the payment of superannuation contributions to their superannuation account</p>	<p>We can provide you with a Privacy Policy which sets out the purposes for which personal information can be used (superannuation purposes)</p>	<p>When you give employees the ATO Choice Form, it's generally good business practice to let employees know you are using a 3<sup>rd</sup> party (Express Super) to distribute the payments.</p>
<p>Security:</p> <p>Unauthorised Access</p>	<p>Unauthorised access by an unauthorised third party, including in circumstances where the User ID and password have been compromised, may lead to fraud, data corruption, defects in transmissions and viruses. An employer must ensure it does not facilitate unauthorised access to the Services</p>	<p>We operate multi-level administrator access (managerial, clerical, view-only) for processing work and dual payment authorisation. For example, only managerial access can authorise payments.</p> <p>We must be notified immediately if a Client's Login or Password is lost or stolen or if a Client suspects that another person knows or has used it's Login or Password. If you notify us, Express Super will cancel the Login or Password immediately.</p>	<p>Notify us immediately in the event of any unauthorised access.</p> <p>Structure administrator access so the appropriate employees have the appropriate level of access.</p>

Risk	Description	How we try to help mitigate risk	What you need to do
<i>Employer Mistakes</i>			
<p>Payment Mismatch: Direct Credit or Electronic Funds Transfer (EFT) does not match electronic lodgement through the Service</p>	<p>If an employer makes payment by EFT and the amount of the payment does not match the lodgement via the service (eg overpay or underpay), this can lead to delays in forwarding the contribution to the funds.</p> <p>These delays can contribute to a failure to meet Superannuation Guarantee deadlines</p>	<p>We will contact you within five working days (by email and/or phone) to notify you of the error and seek instructions (eg correct the amount of the payment or the lodgement).</p> <p>If you do not respond to repeated weekly requests to correct the mismatch, the money will be returned to your nominated bank account at the commencement of each month (following a minimum of 35 days having passed after the original mismatch).</p>	<p>Please respond promptly to our notifications to correct the payment or electronic lodgement.</p>
<p>Stopping Payments: In certain circumstances, employers may seek to stop a payment (eg duplicate payment or overpayment)</p>	<p>Once contribution information has been lodged through the Service with a matching payment, it cannot be cancelled or reversed unless the employer has notified Express Super before the cut-off time (see the Terms and Conditions).</p> <p>Once contributions have been sent to the superannuation fund, employers would have to bear the responsibility for attempts to recoup monies from the</p>	<p>We have automated systems for lodging a stop payment but these must be notified within the cut-off times.</p>	<p>It is imperative if an employer wishes to cancel or reverse a payment that the employer notifies Express Super immediately upon realising an incorrect contribution has been made but before the cut-off time so payment can be stopped.</p>

	funds. This is particularly problematic because the Trustee of the superannuation fund ordinarily requires the written consent of the employee (member)		
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Risk	Description of risk	How we try to help mitigate risk	What you need to do
<i>Employer (Employee) Mistakes</i>			
<p>Inaccurate Data:</p> <p>It is the employer's responsibility to ensure information about the employee and contribution are accurate. If an employer provides inaccurate or incomplete information, this may result in a contribution being rejected, delayed or even sent to the wrong superannuation fund</p>	<p>Inaccurate data includes</p> <ul style="list-style-type: none"> <li>• Not providing a matching employer payment identification (Batch number)</li> <li>• Use of a wrong product Superannuation Product Identification Number (SPIN) or Australian Business Number (ABN) for the super fund</li> <li>• Incorrect Member Identification (wrong member number)</li> <li>• Inaccurate Date of Birth</li> <li>• Wrong Bank details for a Self managed Super Fund (SMSF)</li> </ul>	<p>We provide numerous validation tools to assist employers to validate information and many of the funds login to electronic portals to correct information originally supplied</p> <p>Fund validation</p> <ul style="list-style-type: none"> <li>• Checking SPINs and ABNs are valid superannuation funds and related where funds hold both forms of identification</li> </ul> <p>Employer Identification</p> <ul style="list-style-type: none"> <li>• Validation allowing employers to supply Employer Identification numbers held with the superannuation fund where they are</li> </ul>	<p>When you are first registering employees to their appropriate superannuation fund and the Service identifies an error (eg a fund which cannot receive contributions), employers need to correct information where the Service identifies a Fund, Employer or Member error.</p> <p>When superannuation funds notify errors electronically to you via the Service (eg incorrect product, incorrect memberID or assign a Fund employer Number), you may need to correct information either on the Service or in your payroll File for lodgement of</p>

	<ul style="list-style-type: none"> <li>• Selection of an account from which the employee has exited</li> <li>• FirstName &amp; Surname that does not match the super fund's records</li> </ul>	<p>registered with the fund</p> <p>Member Identification</p> <ul style="list-style-type: none"> <li>• Where member Identification in particular products have constant or algorithm based identification, we check member identification supplied against the constant or algorithm</li> </ul>	<p>subsequent contributions.</p> <p>When superannuation funds refund money (usually for members who have been exited from their account), you need to re-submit contributions to either the default fund or an alternative choice fund.</p>
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Risk	Description	How we try to help mitigate risk	What you need to do
<i>Clearing House and Banking Risks</i>			
<p>Payment to the super fund by cheque:</p> <p>Funds sent by cheque to the fund generally take 1-2 business days longer than payments by EFT</p>	<p>Some funds prefer payment by cheque.</p> <p>To protect employers and the clearing house, this Service sends money to APRA funds by Electronic Funds Transfer (EFT) only when the superannuation fund logs into a web portal to download electronic data securely and accepts liability for fraud and negligence on the part of employees of the superannuation fund.</p>	<p>If the Fund receives contributions by cheque, it may take up to ten business days from the time of lodgement of contribution information matches cleared monies received by the clearing house.</p> <p>General business practice has been that the Service sends cleared money (and matched money) within two business days and average cheque clearance times have been three business days.</p>	<p>Ensure you leave sufficient time for those superannuation funds that receive payment by cheque.</p> <p>Employers can view contribution details online including cheque numbers and the cheque presented date.</p> <p>Employees whose fund has not allocated the money generally find quoting the cheque number leads to immediate resolution and allocation.</p>

<p>Payment to the super fund by Electronic Funds Transfer (EFT)</p>	<p>If a staff member of a Super Fund fraudulently directs EFT monies to another bank account, employers may not meet their Superannuation Guarantee Obligations.</p>	<p>To protect employers and the clearing house, this Service sends money to APRA funds by Electronic Funds Transfer (EFT) only when the superannuation fund logs into a web portal to download electronic data securely and accepts liability for fraud and negligence on the part of employees of the superannuation fund.</p> <p>Most Self Managed Super Funds (SMSF) are paid by EFT</p> <p>General business practice has been that the Service sends cleared money (and matched money) by EFT within two business days and EFT clearance times are usually one business day.</p>	<p>Ensure you leave sufficient time for those superannuation funds that receive payment by EFT.</p> <p>Employers can view EFT details online including EFT payment reference ID and receipt by EFT is ordinarily next business day.</p>
<p>Unpresented Cheques:</p>	<p>In exceedingly rare instances funds may not receive or may lose or misplace a cheque.</p>	<p>For payments to funds regulated by the Australian Prudential Regulation Authority (APRA), Express Super automatically cancel cheques at the start of each month where a cheque is older than 35 days.</p> <p>For payments to funds regulated by the Australian Taxation Office (ATO), cheques are automatically cancelled at the start of each month where a cheque is older than 95 days.</p>	<p>The employer is responsible for monitoring the status of the cheques.</p> <p>While we do operate a regular cycle of cancelling unpresented cheques (to assist employers), we urge employers to monitor and request cancellation.</p>



<p>Clearing House System or Bank Failure</p>	<p>Superannuation clearing houses are invariably reliant on the bank systems to effect large volumes of payments to superannuation funds</p> <p>In exceedingly rare instances, the clearing house system or the bank system may go down</p> <p>This is why there is a difference between contractual and general business standards.</p>	<p>In fifteen years of operation, there has not been a business day when payments have not been sent</p> <p>Like all superannuation clearing houses, we strive to operate appropriate disaster recovery, business continuity and redundancy plans to bring systems up as soon as possible.</p>	<p>While system failure events are not predictable, it is advisable to leave a few additional days to ensure superannuation money is received well before the Superannuation Guarantee deadlines</p>
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Risk	Description	How we try to help mitigate risk	What you need to do
<i>Receiving Fund Risks</i>			
<p>Fund is unable to accept contributions</p>	<p>Certain funds such as pensions, eligible rollover funds, certain government funds, closed or terminated funds and corporate funds (that do not operate retained divisions) are unable to accept contributions.</p> <p>In other circumstances, a fund may have been declared non compliant by APRA or the ATO.</p>	<p>Express Super provides a warning system to block payments to those funds. In most circumstances, an employer will re-direct the contribution to the employer default fund or an alternative choice fund.</p>	<p>Employers need to check these warnings when first linking the employee to the chosen fund.</p> <p>In certain circumstances, an individual employer may be able to contribute to a blocked fund because it may be an approved employer.</p>
<p>Employer Registration: Fund has rules or conditions which require registration</p>	<p>Certain funds (primarily non public offer funds) require employers to register as a participating</p>	<p>We provide a warning system in regards to funds that have registration requirements.</p>	<p>If an employer wishes to contribute to these funds that require registration, it must complete the fund's registration</p>

<p>paperwork to be completed otherwise the contribution may be delayed or refunded with the requisite Superannuation Guarantee liability</p>	<p>employer.</p> <p>Under 32(g)(2) of the Superannuation Guarantee Administration Act (SGAA), employers are not obligated to register, but may choose (voluntarily) to do so.</p> <p>If an employer agrees to register, it is binding itself to the fund's conditions in regards to payment frequency and notifying the fund about exited employees.</p>	<p>Employers are given the option to re-direct to the default, ask the employee to exercise choice for another fund that does not carry registration requirements or complete the funds registration requirements separately</p>	<p>paperwork before any contributions are made.</p>
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### Revocation of authorised representative authorisation

*Sage MicrOpay* is acting in its capacity as authorised representative of PayClear, which is the holder of the relevant AFSL. If for any reason, either PayClear ceases to hold an AFSL or its AFSL is suspended or PayClear revokes *Sage MicrOpay's* authorisation as authorised representative of PayClear, then *Sage MicrOpay* may not be able to continue to provide *Express Super* to employers, as it will no longer be appropriately licensed/authorised under the Act.

Implications: If *Sage MicrOpay's* authorisation as the authorised representative of PayClear is revoked, then employers will need to make alternative arrangements to comply with their super guarantee obligations. *Sage MicrOpay* will endeavour to provide as much notice as possible if it becomes aware of the revocation of its authorisation as the authorised representative of PayClear, but this may not always be possible.

### Termination of SuperChoice service agreement

In certain circumstances, the access to the *Website*, the use of *Express Super* including certain back-end administration functions in connection with the provision of *Express Super* may not be available, including where the service agreement with SuperChoice is terminated for any reason.

Implications: If the service agreement is terminated, then *Sage MicrOpay* may no longer be able to provide *Express Super* to employers, the consequence of which is that employers will need to make alternative arrangements to manage their superannuation guarantee obligations to their employees. *Sage MicrOpay* will endeavour to provide as much notice as possible if it becomes aware that the service agreement is to be terminated, but this may not always be possible.

### 3. FEES AND CHARGES

The following are the fees to use *Express Super*, which include the provision of the *Clearing House Facility* for retail clients of *Sage MicrOpay*.

All fees are inclusive of GST:

- **Setup Fee:** \$775

This fee is charged per company once at the time of establishment of the service.

Where a client of Sage MicrOpay registers more than one company at the same time one company Setup will be charged at \$775 and subsequent companies will be charged at \$250 each company.

- **Online training and support**

Online training is provided as part of the Setup. Telephone support is provided free of charge under the terms and conditions of the Sage MicrOpay Payroll Software agreement.

- **Optional On site training and consulting :** Charged at \$245.00 per hour

Onsite training and support can be provided at the clients request and is charged on a time taken basis (minimum 3 hours) and ancillary costs (travel and associated costs)

- Web based consulting:

Web Consulting up to 1 hour	\$150.00
Web Consulting up to 1-2 hours	\$250.00
Web Consulting up to 2-3 hours	\$400.00

- **Transaction Fees:**

Transaction fees are charged for each transaction for each employee for each *Contribution* to each superannuation fund.

Minimum transaction fee: \$132.00

A minimum transaction fee is applicable for each process.

Incremental Transactions fees:

The transaction fees are incremental (once the Minimum fee is reached) for example your first 100 transaction are charged at \$1.93 the next 150 transactions are charged at \$1.10.

Transaction Range	<100	101-250	251-500	501-1000	>1000
Price per Transaction	1.93	1.10	0.83	0.55	0.55

#### Refund Fees:

Other fees are currently not charged. However we reserve the right to charge fees of up to \$38.50 for Refunds, Investigations, or Stop Payments, and will provide at least thirty (30) days notice if such fees are introduced.

The Fees specified in this section are subject to change on the giving of at least 20 Business Days prior written notice.

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## 4. RIGHTS AND OBLIGATIONS

Your access to and use of *Express Super* including the *Clearing House Facility*, is governed by the *Terms and Conditions* (included later in this *PDS*).

### Useful information and updates

From time to time, *Sage MicrOpay* or its related companies would like to contact you or send you information regarding superannuation changes that impact on *Express Super* and on any other products and services that it or its related entities may provide. *Sage MicrOpay* encourages you to receive this information, however, if you do not wish to receive it, please contact *Sage MicrOpay* Monday to Friday between 8.30am to 5.00pm (Sydney time) to advise that you do not wish to receive this information.

### Privacy statement

*Sage MicrOpay* may collect, use and disclose personal information in relation to an employer's employees in order to provide the *Express Super* service or for other purposes permitted under the *Privacy Act, 1988 (Cth)* ("Privacy Act"). Taxation and company laws in Australia may also require information (including personal information) to be collected, used and disclosed by *Sage MicrOpay*.

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

Under the *Privacy Act*, individuals may request a copy of their personal information held by or on behalf of *Sage MicrOpay* by using the contact details as set out in the cover page of this *PDS*. Each applicant's name and address, and confirmation that the applicant is an individual over the age of 18, are collected to comply with certain legal requirements.

## 5. GLOSSARY

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

<b>Act</b>	Means the <i>Corporations Act, 2001</i> (Cth).
<b>AFSL</b>	Australian Financial Services License.
<b>Application</b>	Means an application to use <i>Express Super</i> .
<b>Application Form</b>	The application form accompanying this <i>PDS</i> , to be used in making an <i>Application</i> for <i>Express Super</i> .
<b>ASIC</b>	Australian Securities and Investments Commission.
<b>AUD, A\$ or \$</b>	Australian dollars.
<b>authorised representative</b>	Has the meaning set out in the Act.
<b>Business Day</b>	Means a day which is not a Saturday, Sunday or public holiday in NSW.
<b>Clearing House Facility</b>	The non-cash payment facility [provided] by <i>Sage MicrOpay</i> (as authorised representative of PayClear).
<b>Contribution</b>	Any superannuation contribution payments made by an employer on behalf of its employees.
<b>EFT or Direct Credit</b>	Means, payment by means of electronic funds transfer.
<b>Express Super</b>	Means: <ul style="list-style-type: none"> <li>(a) the on-line management of <i>Contributions</i> made on behalf of employees to the relevant superannuation fund; and</li> <li>(b) the facilitation of <i>Contribution</i> payments to the relevant superannuation funds via the <i>Clearing House Facility</i>.</li> </ul>
<b>financial product</b>	Has the meaning set out in the Act.
<b>FOS</b>	Financial Ombudsman Service.

<b><i>Sage MicrOpay Payroll Software</i></b>	Means Sage MicrOpay's current and future payroll software products licensed to the employers.
<b><i>Sage MicrOpay</i></b>	[Micropay Pty Limited (ACN 071 007 326)] of Level 2, 67 Albert Avenue, Chatswood, NSW 2067.
<b><i>PayClear</i></b>	PayClear Services Pty Limited (ACN 124 852 320).
<b><i>Privacy Act</i></b>	Means the <i>Privacy Act, 1998 (Cth)</i> .
<b><i>Regulations</i></b>	Means the <i>Corporations Regulations 2001 (Cth)</i> .
<b><i>SuperChoice</i></b>	SuperChoice Services Pty Ltd (ACN 109 509 739).
<b><i>Terms and Conditions</i></b>	Means the terms and conditions of use by the Applicant of <i>Express Super</i> , that form part of the <i>Application Form</i> attached to this <i>PDS</i> .
<b><i>Website</i></b>	Means <a href="https://www.superchoice.com.au/mpay/">https://www.superchoice.com.au/mpay/</a> or such other web-site address notified by <i>Sage MicrOpay</i> to the Applicant from time to time.

## 6. TERMS & CONDITIONS

In these terms and conditions:

- **'Access Policy'** means the access policy set out in the schedule to this agreement which is subject to change (from time to time).
- **'Application Form'** means the application in respect of the Express Super Service that forms part of the Product Disclosure Statement.
- **'Business Day'** means a day which is not a Saturday, Sunday or public holiday in NSW.
- **'CHF Bank Account'** means the *Clearing House Facility* bank account specified in the Application Form, or such other bank account notified in writing by *Sage MicrOpay* to the *Client* from time to time.
- **'Clearing House Facility'** means the non-cash payment facility provided by Sage MicrOpay (as authorised representative of PayClear).
- **'Client'** means the employer identified in the Application Form accompanying these terms and conditions.
- **'Client Bank Account'** means the *Client's* bank account specified in the Application Form, or such other bank account notified in writing by the *Client* to *Sage MicrOpay* from time to time.
- **'Complying Superannuation Fund'** means a superannuation fund that is regulated by and complies with the *Superannuation Industry (Supervision) (SIS) Act 1993 (Cth)*.
- **'Contribution'** means any superannuation contribution payment a *Client* makes on behalf of its employee.
- **'Contribution Data'** is information concerning a *Contribution*.
- **'Cut Off Time'** means 4pm (EST) on Business Days at which time files received up to 4pm (EST) are processed for the day. Files received after this time are processed on the next Business Day.
- **'Data'** is any information concerning this agreement and its performance, and includes *Contribution Data*.
- **'Disruption'** means any access disruption (whether in whole or in part) to either the *Website* or *Express Super* caused by or contributed by any matter, fact or thing outside of the reasonable control of *Sage MicrOpay*.
- **'Express Super'** means:
  - the on-line management of *Contributions* made on behalf of employees to the relevant *Superannuation Funds*; and
  - the facilitation of *Contribution* payments to the relevant superannuation funds via the *Clearing House Facility*.
- **'Force Majeure'** means an event beyond the reasonable control of a party, including an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, 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.
- **'Loss'** means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine, outgoing or payment suffered, paid or incurred.



- **'Meridian Software'** means Sage MicrOpay's payroll software product licensed to employers.
- **'Sage MicrOpay'** is a reference to Micropay Pty Limited (ACN 071 007 326).
- **'PayClear'** means PayClear Services Pty Limited (ACN 124 852 320 (AFSL number 314357)).
- **'Product Disclosure Statement'** or **'PDS'** means the product disclosure statement issued by *Sage MicrOpay* as authorised representative of *PayClear* in connection with the issue of the *Clearing House Facility* as part of *Express Super*.
- **'SGAA'** means the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- **'SuperChoice'** means SuperChoice Services Pty Ltd (ACN 109 509 739).
- **'Tax'** includes a tax, levy, duty or charge (and associated penalty or interest) imposed by a public or government authority. It includes stamp duty and other taxes of a similar nature, income tax, withholding tax, GST and transaction taxes and duties, but does not include tax on the overall net income of *Sage MicrOpay*.
- **'Unique Fund Identifiers'** means the Superannuation Product Identification Number, the Australian Business Number, and the *Superannuation Fund's* name.
- **'User'** is any person authorised by the *Client* to access and use *Express Super* for the *Client*.
- **'Website'** means <https://www.superchoice.com.au/m pay/> or such other web-site address notified by *Sage MicrOpay* to the applicant from time to time.

The following terms govern the contractual relationship between *Sage MicrOpay* and the *Client* in connection with the access to the *Website* and use of *Express Super*.

- 1 **Client representations and warranties**
  - 1.1 The *Client* represents and warrants to *Sage MicrOpay* 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 to *Sage MicrOpay*.
  
- 2 **Availability and access to Website and Express Super**
  - 2.1 *Sage MicrOpay* will, so far as reasonably possible, procure or maintain access to the *Website* and use by the *Client* of *Express Super*, 24 hours a day, 7 days a week, excepting for outages arising from routine or emergency maintenance carried out by either *Sage MicrOpay* or its contractors and any other *Disruptions* that impact on access to the *Website* or use of *Express Super*.
  
- 3 **Client User access**
  - 3.1 The *Client* must ensure that:
    - (a) all its *Users* are authorised and trained to access the *Website* and to use *Express Super*, and
    - (b) it and all its *Users* comply with the terms of this agreement and the *Access Policy*.
  
- 4 **System requirements**
  - 4.1 Access to the *Website* and use of *Express Super* by the *Client* requires a licence to use the Sage MicrOpay Payroll Software as well as software and hardware that is compatible with Microsoft Internet Explorer 5.0 (or later) and Mozilla Firefox 2 (or later).

- 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 *Website* and use of *Express Super* and to avoid viruses affecting the operation of the *Website* and provision of *Express Super*.
- 4.3 The *Client* must not, and must use reasonable endeavours to ensure that its *Users* do not, change, impair or damage the *Website* or *Sage MicrOpay's* systems including any system operated by any contractor involved in facilitating *Express Super*.

## 5 Security of the services

- 5.1 *Sage MicrOpay*, its contractors and service providers will use a number of security measures to assist in securing access to the *Website* and use of *Express Super* including:

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

Notwithstanding the above security measures, *Sage MicrOpay* does not represent, warrant or guarantee that unauthorised access to the *Website* or use of *Express Super* can be prevented in all instances.

- 5.2 If the *Client* becomes aware of a breach or potential breach of security relating to the access to the *Website* or the use of *Express Super* it must notify *Sage MicrOpay* as soon as possible and must take all steps available to stop the breach and to prevent the breach from recurring.
- 5.3 *Sage MicrOpay* does not represent, warrant or guarantee that any data transmission over the internet is secure.
- 5.4 *Sage MicrOpay* takes no responsibility for any *Loss* to the *Client* arising from any unauthorised use of a *Client's User* login name and password access to the *Website*.

## 6 *Client's* obligations in order to use *Express Super*

- 6.1 The *Client* must, in connection with the use of *Express Super*:
- (a) create *User* accounts for relevant staff to access *Express Super* via the *Website*;
  - (b) Create/change/update employer details as required (from time to time);
  - (c) maintain the payroll file and upload the *Contribution Data*;
  - (d) create *Contributions* through payroll upload;
  - (e) authorise and make relevant *Contributions* by Direct Credit;
  - (f) authorise and make payments for fees and charges in accordance with clause [15];
  - (g) register new employees, remove departing employees and update generally as required (from time to time);
  - (h) nominate its employee Superannuation Fund selections;
  - (i) allocate and assign *Contribution* types and amounts for employees;
  - (j) establish whether a *Superannuation Fund* is a complying Superannuation Fund under the *Superannuation Industry (Supervision) Act 1993 (Cth)*;
  - (k) match the *Unique Fund Identifiers* of the relevant *Superannuation Funds* to ensure that the *Contributions* are paid to the correct *Superannuation Fund*;
  - (l) if the relevant *Superannuation Fund* requires the *Client* to register before accepting *Contributions*, to register with the relevant *Superannuation Fund*;
  - (m) ensure that any Superannuation Fund alert messages received by the *Client* are forwarded to Sage MicrOpay's help-desk.

## 7 Contribution services

- 7.1 The *Client* authorises payment of *Contributions* through *Express Super* via the *Website*. If either the *Contribution* or the corresponding *Contribution Data* is not received by *Express Super* or its contractor or service providers on a *Business Day*, it is taken to be received on the next *Business Day*.
- 7.2 In connection with the provision of *Express Super*:
- (a) *Sage MicrOpay* will identify *Superannuation Funds* which require the *Client* to register before they are able to accept *Contributions*;
  - (b) *Sage MicrOpay* will, based on the *Contribution Data* for a contribution period supplied by the *Client*, identify the *Superannuation Fund* to be paid, the total amount payable to the *Superannuation Fund*, the employees for whom the *Contributions* are payable and their individual amounts;
  - (c) if the *Contribution Data* has been provided in full without any error (whether by defect or omission), then *Sage MicrOpay* will reconcile the *Contribution Data* and the *Contribution* by 4pm each *Business Day*;
  - (d) if the *Contribution Data* has not been provided in full, or there is an error (whether by defect or omission), such that there is a mismatch between the *Contribution Data* and the *Contribution*, *Sage MicrOpay* will contact the *Client* within 5 *Business Days* of it becoming aware of the error in an attempt to resolve the error and will either procure the return of the *Contribution* (if it has not been remitted by *PayClear* to the relevant *Superannuation Fund*) or prepare a re-submission of the relevant *Contribution Data* so that the *Contribution can be correctly processed by PayClear*;

- (e) where there is a match between the *Contribution Data* and the *Contribution*, *Sage MicrOpay* will arrange via the *Clearing House Facility* for payment of the *Contribution* to the account of each nominated *Superannuation Fund*, accompanied with the remittances that set out the *Contribution Data* and any other information required to enable the *Superannuation Fund* to reconcile the *Contributions* with the relevant employee / member;
- (f) *Sage MicrOpay* will co-ordinate payment (via *EFT only*) of the *Contribution* from the *Client's Bank Account* to the *CHF bank Account* for eventual transmission to the relevant *Superannuation Fund*;
- (g) *subject to receipt into the CHF Bank Account of the relevant funds*, *Sage MicrOpay* will use reasonable endeavours to arrange payment of the *Contributions* via the *Clearing House Facility* for payment to each nominated *Superannuation Fund* within 10 *Business Days* of the later of receiving matched *Contribution Data* and the relevant *Contribution*.

- 7.3 The *Client* can only use *Express Super* to make *Contributions* to a *Complying Superannuation Fund*

## 8 Contributions through Express Super

- 8.1 The *Client* must submit their *EFT*, payment via their banking software, for the *Contributions* using the unique account number supplied to them at the time of installation and the off-site *BSB* number 016-907.
- 8.2 *Sage MicrOpay* is not responsible for any consequences arising from transferring or procuring the transfer of incorrect *Contribution Data* provided by the *Client*.

- 8.3 The *Client* must ensure that it has sufficient funds in the *Client's Bank Account* in order to make its *Contribution* payments as and when they are made.
- 8.4 *Sage MicrOpay* may, at any time and without notice, add or remove or make changes to *Express Super* in order to enhance or improve the services provided.

## 9 **Contribution Data services - obligations**

- 9.1 The *Client* must provide the *Contribution Data* and send the *Contribution* payment to the *CHF Bank Account* in a timely manner so as to comply with the *Client's* obligations under the SGAA and any other applicable law regulating superannuation guarantee contributions.
- 9.2 Where the *Client* believes there has been an error in the Data provided, including, for example, an error in the amount of a *Contribution* or the *CHF Bank Account* details (into which the *Contribution* is to be paid), it must notify *Sage MicrOpay* immediately of the error. Any delay in notifying *Sage MicrOpay* may prejudice the ability of *Sage MicrOpay* to rectify the error.
- 9.3 In normal operating conditions, and subject to the *CHF Bank Account* receiving the relevant *Contribution* payment, *Sage MicrOpay* will usually transfer or procure the transfer of correctly submitted *Contribution Data* to the relevant *Superannuation Fund* within 5 *Business Days* of receipt of the *Contribution Data* from the *Client*.
- 9.4 *Sage MicrOpay* will notify the *Client* within 5 *Business Days* if it becomes aware of incorrectly supplied or inaccurate *Contribution Data*.

## 10 **Delayed Contributions**

- 10.1 *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 4pm on a *Business Day*;
  - (c) the *Website* or *Express Super* is shut down or suspended for routine outages or maintenance by *Sage MicrOpay* or any of its service providers, or due to other *Disruptions*.

*Sage MicrOpay* is not responsible for any *Loss* or delay that the *Client* may incur as a result of the delays or *Disruptions* referred to in this clause 10.1.

## 11 **Unsuccessful and mistaken Contributions**

- 11.1 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 with the relevant *Superannuation Fund*.
- 11.2 The *Client* must notify *Sage MicrOpay* before 4.00pm (being the cut-off time) on the same *Business Day* if it wishes to stop *Contribution Data* from being processed.
- 11.3 If a technical error prevents processing of the *Contribution* (to the *Superannuation Fund*), *Sage MicrOpay* will notify the *Client* after receiving notice that the file has been rejected and resolve the technical error (if it is able to) or create replacement *Contribution Data*. If the technical error cannot be resolved, *Sage MicrOpay* will notify the *Client* immediately. The *Client* must then resolve the technical error directly with the *Superannuation Fund*.

11.4 If any *Contribution* is either not accepted or returned by the *Superannuation Fund*, and *Sage MicrOpay* is unable to resolve the problem within 10 *Business Days* of receipt of the returned *Contribution*, *Sage MicrOpay* will procure the refund of the *Contribution* into the *Client Bank Account* and notify the *Client* of the returned *Contribution* by email. The *Client* must then resolve the issue directly with the *Superannuation Fund* and re-submit the *Contribution*.

## 12 Data maintenance

12.1 *Sage MicrOpay* will:

- (a) maintain at least 7 years of historical data on-line at any point in time; and
- (b) use best endeavours to ensure that the *Client* has access to the *Data* via the *Website* except during any shutdown or suspension of the *Website* or *Express Super* for routine outages or maintenance by *Sage MicrOpay* or any of its service providers, or any other Disruptions.

## 13 Confidentiality of Data

13.1 *Sage MicrOpay* will not use the *Data* other than for the purposes of carrying out its obligations as contemplated by this agreement and the *PDS*.

13.2 The *Client* agrees that *Sage MicrOpay* may contact and liaise with third parties about the *Client's Data* for the purpose of providing *Express Super*.

13.3 *Sage MicrOpay* may disclose *Data*:

- (a) to its employees, payment agents, PayClear, SuperChoice and to *Superannuation Funds* for the purposes of providing *Express Super*;
- (b) to its legal advisers, auditors and other consultants in connection with this agreement; or

- (c) If it is required to disclose the information by law or a regulatory body or in connection with any legal proceedings related to or connection with this agreement or the provision of *Express Super*.

## 14 Production of Data

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

## 15 Fees & charges

15.1 In connection with the provision of *Express Super*, the *Client* must pay the fees, costs and charges set out in the *PDS*. *Sage MicrOpay* reserves the right to amend or vary any of the fees, costs or charges disclosed in the *PDS* including introducing new fees and charges, provided it has given the *Client* at least 20 *Business Days* prior written notice of the amendment or variation.

15.2 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.

15.3 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.

- 15.4 The Fees for the Services are due and payable by the Client to Sage MicrOpay within thirty (30) days of the issue date of the invoice with payment being made by one of the methods specified in the invoice

## 16 GST

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

## 17 Statutory liability

- 17.1 This clause does not exclude or limit the application of any provision of any statute (including the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that statute; or cause any part of this clause or agreement to be void.
- 17.2 Sage MicrOpay 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**").
- 17.3 Sage MicrOpay's liability to the Client for breach of any express provision of this agreement or any Non excludable Condition (other than an implied warranty of title) is limited, at Sage MicrOpay's option, to refunding the price of the goods or services in respect of which the breach occurred or to providing those services again (except for services of a kind ordinarily acquired for personal, domestic or household use or consumption, in respect of which Sage MicrOpay's liability is not limited under this agreement).

## 18 Sage MicrOpay and Client liability

- 18.1 Sage MicrOpay is not liable:
- (a) for any Loss of Contributions 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 Data through any unauthorised access to the Website or use of Express Super unless Sage MicrOpay has directly caused or contributed to such Loss by any negligent or wilful act on the part of its employees or contractors.
- 18.2 The Client indemnifies Sage MicrOpay against any Loss which Sage MicrOpay 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 Website and using Express Super.
- 18.3 The Client must pay, or immediately on demand reimburse Sage MicrOpay, for, all Taxes which may be payable or determined to be payable by Sage MicrOpay in connection with this agreement or a payment, receipt, supply of goods or services or other transaction contemplated by or carried out under or pursuant to this agreement, including Taxes passed onto Sage MicrOpay by a financial institution or supplier of goods and services.
- 18.4 To the fullest extent permitted by law, Sage MicrOpay will not be liable for any special or indirect Loss (including consequential loss or loss of profits).
- 18.5 Sage MicrOpay's total liability to the Client for any Loss for which it may be liable under this agreement or the PDS is limited to \$2 million for any one event involving the provision of the Clearing House Facility and \$5 million for any default in respect of the provision of any other Express Super service.

## 19 Termination

- 19.1 Either party may terminate this agreement by giving the other party at least 20 *Business Days* prior written notice (including by email).
- 19.2 *Sage MicrOpay* may suspend or revoke *Express Super* whilst the *Client* is in default of any of its obligations under this agreement.
- 19.3 On termination of this agreement, and subject to receipt of payment of all fees and charges under clause 15, *Sage MicrOpay* will provide the *Client* with access to the *Client's Data*.

## 20 General Provisions

- 20.1 *Sage MicrOpay* may, by giving the *Client* at least 20 *Business Days* prior written notice, vary or amend the terms of this agreement. The notice given pursuant to this clause must identify the variation or amendment being made to the agreement.
- 20.2 This agreement will be deemed to be executed on the earlier of the date *Sage MicrOpay* accepts the *Client's* completed Application Form or the date the *Client* has obtained access to the *Website* and use of the *Express Super*.
- 20.3 This agreement (including the Product Disclosure Statement) constitutes the entire agreement between the parties in respect of *Express Super*.
- 20.4 *Sage MicrOpay* may engage agents or subcontractors to assist it with performing its obligations under this agreement and the *Client* will not make any objection in respect of such agents or subcontractors.
- 20.5 The *Client* may not assign or transfer any of its rights or obligations under this agreement without the prior written consent of *Sage MicrOpay*. *Sage MicrOpay* may assign or transfer any of its rights or obligations under this

agreement to another party upon giving the *Client* at least 20 *Business Days* prior written notice.

- 20.6 The provisions of clauses 17 and 18 will survive the termination of this agreement.
- 20.7 This agreement is governed by the laws in force in New South Wales, the courts of which shall have non-exclusive jurisdiction to determine all matters arising from the agreement and its performance.

## 21 Force Majeure

- 21.1 To the extent that a party's delay or inability to perform under this agreement is due to the existence and its notification of a *Force Majeure*, the affected obligations of that party under this agreement 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.
- 21.2 If substantially all of a party's obligations under this agreement are suspended by a *Force Majeure* event under clause 21.1 by more than 21 *Business Days*, either party may elect to terminate this agreement without penalty, or the parties may enter into discussions to modify the affected obligations by variation of this agreement.

## 22 Severability

- 22.1 If a provision in this agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 22.2 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 this agreement.

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## SCHEDULE 1 – ACCESS POLICY

The *Client* must ensure that *User* access to the *Website* and use of *Express Super* is in accordance with the following access policy requirements:

1. Access must be undertaken in a secure manner using a secure/secret login and password (the *User* must not select a login or password which is easily identifiable, such as a birth date or a street name).
2. A *User's* login and password must be kept safe and secure and changed at least once every 3 months.
3. A *User* must not permit any other person to use their login or password.
4. A *User* must take care to log off the system and/or close the browser window (if necessary) to prevent unauthorised access to the *Website* and use of *Express Super*.
5. Website access to *Express Super* is only available to *Users* who have a valid login and password to access to *Express Super*.
6. The *Client* must notify Sage *MicrOpay* immediately if any of the *Client's* authorised *User* login names or passwords are either lost or stolen or if the *Client* becomes aware or suspects that another person knows or has used any of its authorised *User* login names or passwords. Sage *MicrOpay* will, upon receipt of notification, cancel the relevant login or password and will arrange for the *Client's* relevant authorised *User* to select a new login or password.
7. Sage *MicrOpay* may cancel or suspend a *Client's* authorised *User* login or password at any time and without notice if Sage *MicrOpay* reasonably believes that the relevant login or password is being misused or has been used to perform an unauthorised transaction.



## 7. EXPRESS SUPER APPLICATION FORM (FOR EMPLOYERS ONLY)

### Instructions

Please complete all sections of this *Application Form* in clear print and tick where appropriate. It is important you complete all of the sections so that payments can be arranged to the correct account.

On completion please forward the form by mail, fax or email to

Micropay Pty Limited

- Address: Level 2, 67 Albert Avenue, Chatswood, NSW 2067
- Phone: (02) 9884 4000
- Fax: (02) 9884 4158
- Email: [expresssuper@micropay.com.au](mailto:expresssuper@micropay.com.au)

### 1. Payment group name and contact details

Company /organisation name		ABN	
Full business address			
Suburb	State	Postcode	
Phone Number	Fax Number		
Contact Name	Contact Email Address		
Contact Title	Contact Telephone Number		

### 2. Payroll details

Total number of employees:	Number of Employees in Default fund:
Sage MicrOpay Client Number:	Number of Employees in Choice Funds:

### 3. Express Super Set up details

Dual Password Authorisation Request	<b>YES</b>	
<b>This enables an Organisation to request two Users to authorise the contribution before it is submitted</b>	<b>NO</b>	

Contribution Schedules/ frequency required:			
<input type="checkbox"/>	Weekly	<input type="checkbox"/>	Fortnightly
<input type="checkbox"/>	Monthly	<input type="checkbox"/>	Quarterly

Employer Financial Details (all financial details must be entered)

This form provides us with the *Bank Account* details we require to remit payments back to you if the money is unable to be allocated and is rejected by the superannuation fund.

#### 4. Bank/Financial Institution Account Details

Bank / Financial Institution name			
Address where account is held			
Suburb		State	Postcode
Account name			
BSB number		Account number	

#### 5. Authorisation

To: Micropay Pty Limited ABN 40 071 007 326 (Authorised representative number 344451)
In completing this application, the applicant declares that they have read and understood this Product Disclosure Statement and the Terms and Conditions and agree to be bound by the Terms and Conditions.

The Terms and Conditions are not binding until signed by an authorised signatory of Micropay Pty Limited.

**FOR AND ON BEHALF OF EMPLOYER**

**FOR AND ON BEHALF OF MICROPAY PTY LIMITED**

| |

| |

**NAME:**

**NAME:**

**POSITION:**

**POSITION:**

**SIGNATURE:**

**SIGNATURE:**

**DATE:**

**DATE:**