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# MYOB's Pay Super (Enterprise)

## Product Disclosure Statement

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Issued by MYOB Australia Pty Ltd ABN 13 086 760 198  
Australian Financial Services Licence No. 241059

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# Contents

This Product Disclosure Statement (**PDS**) is divided into the following sections:

- **Section A – Introduction:** This section sets out relevant background material and important information regarding Fees, features and how to contact us.
- **Section B – The Terms:** This section sets out the specific terms and conditions that apply to your use of MYOB Pay Super.
- **Section C - Direct Debit Request Service Agreement:** MYOB Pay Super requires you to establish and maintain a direct debit request. This section sets out the terms and conditions that apply to the establishment and maintenance of that request and the debiting of your MYOB Pay Super Account.
- **Glossary:** this sets out definitions and principles of interpretation for these Terms.

# A. Introduction

## Purpose of this Product Disclosure Statement

This PDS contains a summary of the key features of MYOB Pay Super. It also contains the terms and conditions that govern MYOB Pay Super (**Terms**). When you register for MYOB Pay Super, you agree to be bound by the Terms, as amended from time to time.

This PDS aims to provide you with enough information to help you decide whether MYOB Pay Super will meet your needs. It also helps you compare MYOB Pay Super with other products that you may be considering.

You should read all sections of this PDS before making a decision to apply to use MYOB Pay Super. If you decide to apply and use MYOB Pay Super, you should keep this PDS and all documentation relating to MYOB Pay Super for future reference.

Any advice contained in this PDS has been prepared without taking into account your businesses' objectives, financial situation or needs. Because of this, you should consider whether MYOB Pay Super or the advice is appropriate for your business before using MYOB Pay Super or acting on any advice in these Terms.

To assist you in understanding this PDS, the definition of some words is provided in the Glossary section of this PDS.

The information in this PDS may change from time to time and is up to date as at the date stated on the cover. If we update the information in this PDS and that updated information is not materially adverse information, we will make that updated information available on our website <https://www.myob.com/au/support/customer-service/myob-legal-notice>. A copy of any updated information will be given to you on request without charge.

## Enquiries

If you have any questions regarding the information contained in this PDS, or any other general enquiries in relation to the MYOB Pay Super, please contact the MYOB Pay Super support team by email at [paysuper@myob.com](mailto:paysuper@myob.com) or by phone on 1300 555 931 between 9.00am and 5.00pm (Melbourne time) Monday to Friday.

If you would like to be sent a paper copy of this PDS, or any updates, please contact us using either the email address or telephone number shown above.

## Who is MYOB?

MYOB is a leading provider of online business management solutions. MYOB makes business life easier for approximately 1.2 million businesses across Australia and New Zealand by simplifying accounting, payroll, tax, practice management, CRM, job costing, inventory and more.

MYOB operates across three core segments – Clients and Partners (business solutions to SMEs and Advisers); Enterprise Solutions (larger businesses) and Payment Solutions. We also provide ongoing support via many client service channels including a network of over 40,000 accountants, bookkeepers and other consultants. We are committed to ongoing innovation, particularly through our Connected Practice Strategy and through the development of the MYOB Platform.

MYOB Australia Pty Ltd, a wholly owned subsidiary of MYOB Group Limited, holds an Australian Financial Services Licence (AFSL No. 241059). Under this licence, MYOB is authorised to:

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

to retail clients

## What is MYOB Pay Super?

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

MYOB Pay Super enables you to create a single Payment Message containing details of all accrued superannuation contributions and associated payments for each of your employees. Your designated payment authoriser/s verify the Payment Message from within your MYOB or Approved Partner Product (using secure SMS verification), which then authorises MYOB to disburse your employee's superannuation contributions to the relevant Superannuation Funds on your behalf.

A single debit is made to your nominated MYOB Pay Super Account for the total of all superannuation contributions contained in each Payment Message. Further details on the conditions of use are contained in Section B.

## Features at a glance

Significant benefits	Significant Risks
<ul style="list-style-type: none"> <li>• <b>SuperStream compliant</b>– A simple, secure and efficient means of processing your superannuation obligations straight from your MYOB Product, assisting you to meet your ATO obligations.</li> <li>• <b>Manage your cash flow</b> – Superannuation will be calculated and tracked for you automatically when you record employee pays. Make superannuation payments as often as you like.</li> <li>• <b>Ability to reduce bank fees</b> – All your employees superannuation payments are covered in a single debit to your bank account for each pay run.</li> <li>• <b>Supports standard and self-managed funds</b> – MYOB Pay Super handles payments to both Regulated Superannuation Funds (standard APRA-regulated) and Complying Self-managed Superannuation Funds.</li> <li>• <b>Ability to manage user roles</b> – Easily manage who can record and/or authorise contributions</li> <li>• <b>Security</b> – all self-service actions and Payment approvals require two factor authentication using your designated authoriser/s mobile device.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Security</b> – Even though you may take adequate security precautions, it could be possible for an unauthorised party to gain access to your MYOB Product and view your MYOB Pay Super information or send us fraudulent instructions using your authorisation passwords, which could result in loss to you or others. You should reduce this risk by taking appropriate steps to protect access and authorisation passwords.</li> <li>• <b>Systems</b> – Use of any or all services could be disrupted if systems failure occurs due to technology employed by either us or our business partners involved in the provision of MYOB Pay Super. This could potentially result in risks to you and your business such as delayed superannuation contribution processing, which could result in contributions not being credited to employee super fund accounts when expected (for example, by the due dates for quarterly super guarantee contributions – being the 28th of January, April, July, and October). To reduce this risk, we recommend that you verify and issue contribution messages to us as early as possible by no later than the 21<sup>st</sup> of January, April, July and October.</li> </ul>

## **MYOB Pay Super Service Fees**

MYOB Pay Super is a complimentary add-on service of your MYOB Product. However, you may be charged additional Fees in some circumstances, which we have set out below. Please note that these Fees may be varied by us from time to time in accordance with the Terms.

### **Payment Trace Fee**

A Fee of \$10 when you ask us to trace a missing superannuation contribution payment, that was processed using MYOB Pay Super. The Fee will not be charged if the results of the trace determine that the payment has not been processed correctly due to an error or omission by us or our business partners.

### **Bank Debit Dishonour Fee**

A Fee of \$10 is charged whenever we process a debit to your nominated MYOB Pay Super Account (e.g. debiting a Payment or Fee) and the debit is subsequently dishonoured by your financial institution. The Fee will not be charged if the dishonour was due to an error or omission by MYOB or our business partners.

## **Remuneration or other benefits received by MYOB staff**

Our staff are salaried employees and do not receive any proportion of fees or commissions paid to us in connection with MYOB Pay Super.

Staff members may be entitled to receive additional monetary or non-monetary rewards resulting from programs run by us. Additional monetary benefits or rewards may include an annual bonus, the level of which may depend on the overall performance of us and the staff member. Non-monetary rewards may include things such as film tickets or gift vouchers.

## What to do if you have a concern?

### Contacting us

You should contact us immediately if you have any concerns related to your use of MYOB Pay Super, including where you suspect an error has occurred with a Payment. You should do this by either calling the MYOB Pay Super support team on 1300 555 931 or emailing us at [paysuper@myob.com.au](mailto:paysuper@myob.com.au).

### What we will do

We will promptly look into your concern and decide what course of action should be taken. We will seek to resolve your concern immediately, however if that is not possible, we will aim to resolve it within 5 business days. If this is not possible, we will keep you informed of progress and how long it is expected to take to resolve.

### If you are not satisfied with our response?

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

You can contact AFCA by:

- calling 1800 931 678;
- emailing [info@afca.org.au](mailto:info@afca.org.au); or
- post to:

Australian Financial Complaints Authority  
Limited, GPO Box 3 Melbourne, VIC 3001

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

You can choose to take your complaint direct to AFCA.

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

## B. The Terms

These Terms govern your application for and ongoing use of MYOB Pay Super. These Terms also explain relationships with 3rd Parties involved in MYOB Pay Super, and our obligations to each other.

### 1. Structure of relationships

We have contractual relationships with 3<sup>rd</sup> Parties which provide a legal framework for MYOB Pay Super. Please refer to clause 9 of this section regarding the information that we may share with these 3<sup>rd</sup> Parties.

### 2. Application and establishment

(a) To be eligible for MYOB Pay Super you must at the time of your application, and for the duration of your use of MYOB Pay Super:

- (i) be the registered user of an MYOB Product or Approved Partner Product with an active subscription; and
- (l) have a valid ABN.

If your MYOB Product subscription is cancelled for any reason, you will no longer be able to use MYOB Pay Super.

- (b) A separate application must be made in respect of each Business for which you wish to use MYOB Pay Super.
- (c) You must nominate a contact person or persons who are authorised to provide instructions to us on your behalf relating to your use of MYOB Pay Super. See clause 3 of this section for more details on MYOB Pay Super Authorisers.
- (d) You will only be able to use MYOB Pay Super when we give you notice that you are approved as a user. This will happen once you:
  - (i) provide all required application information to us;
  - (ii) pass our internal checks and checks of 3rd Parties (if required);
  - (iii) complete verification of your nominated MYOB Pay Super Account; and
  - (iv) pass or meet any other specific requirements set out in these Terms.

We send this notice by email to all MYOB Pay Super Authorisers, all MYOB Pay Super Administrators and the

User who submitted the application using the email addresses recorded on the application page.

- (e) As a user of MYOB Pay Super, you are fully responsible for ensuring that all information provided to us to setup your use of MYOB Pay Super is correct. You acknowledge and agree that we are not responsible for any consequences that arise out of your provision of inaccurate information to us.
- (f) You are required to register any Complying Self-Managed Superannuation Funds with us before you can use MYOB Pay Super in respect of those funds. You acknowledge that it is your responsibility to ensure that any bank account that you register in respect of a Complying Self-Managed Superannuation Fund is linked to that Complying Self-Managed Superannuation Fund.
- (g) You authorise, or you must procure any other person to authorise, us and any 3rd Parties that we have contracted with for this purpose, to undertake all necessary credit reference and other checks (if required). You must provide or procure any other person to provide all information that is required in respect of your application to use MYOB Pay Super.
- (h) We will let you know whether your application to use MYOB Pay Super has been approved or declined, but we do not need to give reasons why an application has been declined. We may set a minimum time period before you can make a new application.
- (i) If your application to use MYOB Pay Super is declined, you will not be charged any Fees.
- (j) If you are approved to use MYOB Pay Super, you will be able to access our online help at any time, by visiting our [MYOB Pay Super online help pages](#).
- (k) If circumstances affecting you may amount to a change of control for your Business (within the meaning of clause 16(a)(x)), you must advise us immediately, and if we ask you to, you must resubmit an application to use MYOB Pay Super in respect of your Business(es). Each such application will be treated as if it was a new application to use MYOB Pay Super. Your use of MYOB Pay Super will be suspended from the time you notify us of the change of control. If your new application is not approved, your use of MYOB Pay Super will be terminated. You will receive notice of this termination by email shortly after your new application has been assessed by us.



### **3. MYOB Pay Super Authoriser/s and MYOB Pay Super Administrator/s**

- (a) As part of your MYOB Pay Super application, you must provide us with the contact details of your nominated MYOB Pay Super Administrator/s and any additional MYOB Pay Super Authoriser/s.
- (b) Each nominated MYOB Pay Super Administrator and MYOB Pay Super Authoriser must be an authorised cheque signatory or a person authorised to effect a transaction, in respect of your MYOB Pay Super Account/s. Your nominated MYOB Pay Super Administrator/s and Authoriser/s must also have an MYOB account (my.myob.com) and be linked with the company file for your MYOB Product.
- (c) Your MYOB Pay Super Administrator has all the same privileges as a MYOB Pay Super Authoriser. In addition, they have the ability to edit your Payment Limit and change your MYOB Pay Super Authoriser/s. You can read more about the roles of MYOB Pay Super Administrators and MYOB Pay Super Authorisers on our online help pages located at [MYOB Pay Super online help pages](#).
- (d) You must also nominate the number of MYOB Pay Super Authoriser/s that are required to authorise each Payment Message, which cannot be more than two. By making this nomination, you are confirming that these persons are authorised to effect a transaction on your nominated MYOB Pay Super Account.
- (e) To complete their registration, each MYOB Pay Super Administrator and MYOB Pay Super Authoriser must log in to their personal MYOB account (via my.myob.com) to provide us with their personal details, username and password, and to verify their mobile.
- (f) You acknowledge that it is your responsibility to keep your MYOB Pay Super settings up to date and to let us know if you have made a change to the bank authority arrangements for your MYOB Pay Super Account.
- (g) You acknowledge and agree that, unless we have been previously informed of any changes to your MYOB Pay Super Administrator/s, MYOB Pay Super Authoriser/s or to your bank authority arrangements, we are under no obligation to undertake any additional steps other than those set out in these Terms to verify that an instruction or Payment Message received by us was authorised by your MYOB Pay Super Authoriser/s or MYOB Pay Super Administrator/s.

- (h) It is your responsibility to ensure that each MYOB Pay Super Administrator and MYOB Pay Super Authoriser protects the security of their own password. You acknowledge and agree that the indemnity provided by you in clause 18(d) includes any Loss or Claim suffered or incurred from the unauthorised use of a user account password.
- (i) You must ensure that each MYOB Pay Super Administrator and MYOB Pay Super Authoriser have read and agree to abide by the instructions contained within our [MYOB Pay Super online help pages](#).

### **4. Availability of MYOB Pay Super**

- (a) MYOB Pay Super could be disrupted if systems failure occurs due to technology used by either us or the 3<sup>rd</sup> Parties involved in providing MYOB Pay Super. MYOB Pay Super may also be unavailable for short periods because of necessary or desirable system maintenance or upgrades. If this is needed, we will try to inform you beforehand.
- (b) Subject to the terms of clause 18, we are not responsible or liable to you or the Business for any Loss or Claim arising from MYOB Pay Super or any part of it being delayed, disrupted or unavailable.

### **5. Your MYOB Pay Super Account**

- (a) You must nominate a MYOB Pay Super Account to be used as the debit account by us, under the DDR, for all Payment Messages sent by you using MYOB Pay Super.
- (b) The MYOB Pay Super Account must be in the same name as the Business that is applying for or is registered for MYOB Pay Super.
- (c) You must give us 5 Business Days' notice of any changes to your MYOB Pay Super Account, failing which Fees may be charged or passed on to you.
- (d) You acknowledge that we are not liable for any Loss or Claim arising out of a failure to process a Payment due to our inability to draw funds from your MYOB Pay Super Account (including as a result of a Business Limit being exceeded).

### **6. Payment Limits**

- (a) You must nominate a Payment Limit and a Payment Limit Period for us to use when processing Payment Messages authorised by your MYOB Pay Super Authorisers.

(b) If a Payment Message, when processed, would result in the Payment Limit being exceeded for the defined Payment Limit Period, the Payment Message will be rejected and not processed.

## 7. Payment Message Processing

(a) You authorise us to accept and process any Payment Message that has been sent to us via MYOB Pay Super and which appears to have been correctly authorised by the nominated number of MYOB Pay Super Authoriser/s or MYOB Pay Super Administrator/s, using the correct Passwords and/or SMS verification codes.

(b) We may, at our discretion, decide not to accept and process any Payment Message.

(c) You acknowledge and agree that:

(i) following our receipt of an authorised Payment Message, the total Payment amount specified in the Payment Message will be debited from your MYOB Pay Super Account and transferred into the MYOB Settlement Account; and

(ii) once an authorised Payment Message has been sent to the Clearing House Provider, you will not be able to amend, suspend or cancel the Payment Message, nor the corresponding Payment.

(d) If we receive an authorised Payment Message before the applicable MYOB Pay Super Cut-off Time on a Business Day, debiting of your MYOB Pay Super Account will usually occur on the same day. Alternatively, if the authorised Payment Message is received after the applicable MYOB Pay Super Cut-off Time, or on a non-Business Day, debiting of your MYOB Pay Super Account will occur on the following Business Day.

(e) Money transferred into the MYOB Settlement Account will remain in the MYOB Settlement Account for a period of 3 to 5 Business Days to ensure that the debit is honoured by the financial institution that holds your MYOB Pay Super Account. The money will also be held a further 3 to 5 Business Day by our 3<sup>rd</sup> Party provider, prior to the distribution of that money and the Superannuation Contribution Information to the nominated Superannuation Funds.

(f) You acknowledge that we, and our 3<sup>rd</sup> Party provider, are entitled to retain any interest or other financial benefit accruing as a result of monies being held prior to

the distribution of that money to the nominated Superannuation Funds.

(g) It is your responsibility to ensure that there are always sufficient funds in your MYOB Pay Super Account to cover all debits to be processed by us in relation to your use of MYOB Pay Super. If there are not sufficient funds in your MYOB Pay Super Account or funds cannot be debited from your MYOB Pay Super Account under the DDR, we will not process the corresponding Payment Message.

(h) You are responsible for:

(i) the accuracy and completeness of all Payment Messages and associated Superannuation Contribution Information sent for processing. You acknowledge and agree that we are not responsible for checking the accuracy and completeness of any information contained within a Payment Message;

(ii) ensuring that any Payment Messages sent for processing do not breach your nominated Payment Limit;

(iii) ensuring that we receive your authorised Payment Messages before the applicable cut-off date to allow for sufficient processing time so that the relevant Superannuation Funds may receive your Superannuation Contribution Information within the statutory time limits required for Superannuation Guarantee. As at the date of these Terms, you need to have provided your authorised Payment Message to us by the 21<sup>st</sup> day of the month following the end of the reporting quarter to ensure payment is made to the relevant Superannuation Funds by the statutory time limit of the 28<sup>th</sup> day of that month; and

(iv) obtaining all necessary approvals and complying with any statutory or regulatory requirements to enable us to process the Superannuation Contribution Information to the relevant Superannuation Funds. Where we are required to gain the necessary approval or comply with the statutory or regulatory requirement, you must provide us, when requested, with all necessary assistance and information in order for us to do so.

- (i) We are not responsible for delays in processing Payment Messages or Superannuation Contribution Information, regardless of the reason for the delay (including holidays late payment instructions and the actions or inaction of 3<sup>rd</sup> Parties or other persons). We are not liable to you for any Loss or Claim suffered or incurred by you in relation to any failure by you to comply with the statutory requirements for Superannuation Guarantee contributions as a consequence of your use of MYOB Pay Super.
- (j) You appoint us as your agent with the power to contact and liaise with 3<sup>rd</sup> Parties or other persons (including Superannuation Funds) in relation to your use of MYOB Pay Super, including to investigate why Payment Messages may not have been processed correctly and to instruct 3<sup>rd</sup> Parties and other persons to remedy any errors identified. We may delegate our power under this agency arrangement in whole or in part to any person. If we ask you to do so, you must confirm this agency arrangement to relevant 3<sup>rd</sup> Parties and other persons in writing. For the avoidance of doubt, nothing done or not done by us under this agency arrangement creates or increases any liability that would not otherwise be created or increased.
- (k) If we or a 3<sup>rd</sup> party identify any activity or circumstance relating to your use of MYOB Pay Super that we consider inappropriate or that otherwise requires investigation, you must provide a detailed written response to us within 2 Business Days of our request for an explanation.

## 8. Invoices

We will issue you with monthly invoices setting out any Fees deducted in relation to your use of MYOB Pay Super during the previous month.

## 9. Obligations to 3<sup>rd</sup> Parties

- (a) You must do all things and provide all information as and when reasonably required by us to fulfil our obligations to 3<sup>rd</sup> Parties from time to time in respect of MYOB Pay Super under agreements or otherwise. In particular, you must:
  - (i) give any information, assistance, authorities or consents reasonable required to;
  - (ii) obtain from your Personnel any information, assistance, authorities or consents reasonably required by;
  - (iii) make any Payment directed by; and

- (iv) comply with any reasonable condition or procedural requirement imposed by, us or a 3<sup>rd</sup> Party, in respect of your use or former use of MYOB Pay Super, at your cost, including in relation to the following matters:
  - (v) debiting and crediting Accounts (including your MYOB Pay Super Account) by the Sponsoring Financial Institution, the Clearing House Provider or any other 3<sup>rd</sup> Party;
  - (vi) initiating, processing or effecting transactions within MYOB Pay Super;
  - (vii) unwinding any Payment made within MYOB Pay Super;
  - (viii) the format of materials issued by you in relation to MYOB Pay Super;
  - (ix) using or ceasing to use 3<sup>rd</sup> Party trademarks;
  - (x) proceedings concerning the protection of 3<sup>rd</sup> Party trademarks;
  - (xi) our entitlement, or the entitlement of 3<sup>rd</sup> Parties (including the Sponsoring Financial Institution and the Clearing House Provider), to be indemnified; or
  - (xii) Privacy Law consents, as and when reasonably required by us.

- (b) You acknowledge that we make no warranty or representation in respect of goods or services, and you undertake that you will not make any warranty or representation in respect of goods or services, which may bind the Sponsoring Financial Institution, the Clearing House Provider or any other 3<sup>rd</sup> Party.
- (c) Where required by the Sponsoring Financial Institution or the Clearing House Provider, we may at any time and without notice:
  - (i) prevent the withdrawal or other use or application of money held by us; or
  - (ii) suspend or terminate your use of MYOB Pay Super.
- (d) You acknowledge and agree that the agreements and obligations we have with 3<sup>rd</sup> Parties relating to MYOB Pay Super may change from time to time, that we may not be able to control those changes, and that the changes may require:

- (i) us to do things including imposing additional or increased Fees or other obligations under these Terms with 20 days' notice; or
  - (ii) you to do things including alter printed materials, cease distributing pre-printed materials or pay additional amounts.
- (e) You acknowledge and agree that:
- (i) the agreements and obligations we have with 3rd Parties relating to MYOB Pay Super may from time to time require us or you to act, or not act, in a manner otherwise inconsistent with these Terms, and that if this occurs, we may act, or not act, in the manner required without any liability to you, and you must act, or not act, in the manner required (as directed by us) without any liability to us. Any such requirement, action or inaction does not have the effect of changing these Terms. While we will endeavour to provide you with 10 days' notice in such a situation, this may not always be possible.
  - (ii) that there are times and circumstances where 3<sup>rd</sup> Parties are not obliged to make MYOB Pay Super available, and at these times and in these circumstances, you may not be able to use MYOB Pay Super. Your use of MYOB Pay Super terminates automatically where our agreement with the Sponsoring Financial Institution or a 3<sup>rd</sup> Party in relation to MYOB Pay Super terminates and no substitute arrangements are in place. While we will endeavour to provide you with 10 days' notice prior to such termination, this may not always be possible.
- (f) To the extent permitted by law, we are not liable to you for any action or inaction of the Sponsoring Financial Institution or a 3<sup>rd</sup> Party in relation to MYOB Pay Super, whether under any agreement between us and the Sponsoring Financial Institution or a 3<sup>rd</sup> Party.
- (g) You authorise us to give any authority, consent or instruction to a 3<sup>rd</sup> Party or other person in relation to the operation of MYOB Pay Super, provided that authority, consent or instruction is consistent with, or envisaged by, these Terms. We are not liable to you for any action we take under this clause 9(g).
- (a) We undertake to comply with our obligations under the Privacy Law in relation to Personal Information. The MYOB Group Privacy Policy is located [here](#).
  - (b) You consent to the sharing of information, including your Personal Information, between us and any 3<sup>rd</sup> Parties, that is necessary for the purpose of your application for and (if you are approved) the ongoing use of MYOB Pay Super.
  - (c) Credit or other checks may need to be undertaken by us or 3<sup>rd</sup> Parties in relation to your application for or ongoing use of MYOB Pay Super. In this respect, you acknowledge and agree that we may need to pass information, including Personal Information relating to you or your Personnel to 3<sup>rd</sup> Parties for use for these purposes only, and we may receive and use information, including Personal Information relating to you or your Personnel from 3<sup>rd</sup> Parties in return or in relation to similar matters.
  - (d) We will not assist in, and do not guarantee the success of, any such credit or other checks.
  - (e) You must:
    - (i) comply with any Privacy Law which either binds you, or we notify you binds you (generally because it binds us or a 3<sup>rd</sup> Party and we wish to pass these obligations on); and
    - (ii) not do anything that does or may cause us or a 3<sup>rd</sup> Party to breach any Privacy Law.
  - (f) You must not give us any Personal Information in breach or potentially in breach of any Privacy Law. You undertake to obtain, and you warrant that you will obtain, the express written consent of any relevant person before providing such Personal Information to us. The consent must include consent for us to pass the Personal Information on to 3<sup>rd</sup> Parties (who may themselves pass it on or otherwise deal with it) for the purposes of MYOB Pay Super. You also undertake to provide, and you warrant that you will provide, notifications to the relevant individual that their Personal Information may be passed to, and used by us, 3<sup>rd</sup> Parties or others for these purposes.
  - (g) Subject to clause 10(h), unless otherwise expressly permitted by these Terms, you must:
    - (i) treat as confidential and not disclose to any person any information which comes into your

**10. Privacy and confidentiality considerations**

possession as a result of any aspect of MYOB Pay Super or these Terms; and

- (ii) not use any of that information except for the purposes for which it was given to you.

'information' includes Personal Information, Fees and charges related to MYOB Pay Super. You must make sure your Personnel comply at all times with the same obligation of confidence.

(h) Clause 10(g) does not apply to:

- (i) any information (other than Personal Information) which is in the public domain or becomes generally known to the public other than through breach of these Terms or another obligation of confidence owed by the disclosing party; or
- (ii) any information including Personal Information which is required to be disclosed by the disclosing party under any law or legal process.

## 11. Changing your details

To request changes to the details that you notified to us in relation to MYOB Pay Super (e.g. account details, contact details) you must submit the appropriate documentation to us as requested, which if indicated, must be signed by the appropriate person/s specified in that documentation.

## 12. Intellectual property

- (a) These Terms do not give you any intellectual property rights in, or other rights in respect of, any of our:
  - (i) software, documents, templates, marketing material, trademarks, business names, logos, trading styles, get-up, processes or methodologies; or
  - (ii) other intellectual property,other than those rights which have been expressly licensed to you under these Terms or under another agreement with us or a related body corporate of ours.
- (c) You must not, and you must ensure that your Personnel do not, use, reproduce or modify the intellectual property rights contemplated by clause 12(a) except as expressly provided in these Terms or another agreement with us or a related body corporate of ours or with our prior written consent.

- (d) You agree that any intellectual property rights in any systems, processes or methodologies developed by you which derive from your use of MYOB Pay Super become our intellectual property.

## 13 Fees and charges

- (a) You must pay us, or facilitate the payment to us of, all Fees related to your use of MYOB Pay Super. Fees will be deducted from your MYOB Pay Super Account, unless other arrangements are already in place.
- (b) We may:
  - (i) subject to these Terms, change the amounts of any Fees; and
  - (ii) add to, delete from or change the items, transactions or events on which Fees are payable to us, at our discretion.

We must notify you in writing within 20 days of the addition, deletion or change. If we make an addition, deletion or change under this clause 13(b), then you have the option to terminate your use of MYOB Pay Super by giving us no less than 14 days' notice after we notify you of the change.

- (c) You authorise us to debit from your MYOB Pay Super Account all Fees payable to us in respect of your use of MYOB Pay Super. (d) It is your responsibility to ensure that there are always sufficient funds in your MYOB Pay Super Account to cover all debits to be processed by us in relation to your use of MYOB Pay Super. If, despite this requirement, there are not sufficient funds in your MYOB Pay Super Account or we cannot draw funds from your MYOB Pay Super Account under the DDR, you must on demand immediately pay a sum to us in cleared funds sufficient to cover all such debits.
- (e) We may charge a dishonour Fee where a debit for Fees is processed to your MYOB Pay Super Account but is subsequently rejected by your financial institution (e.g. the MYOB Pay Super Account is closed or has insufficient funds).
- (f) Drawings of Fees will ordinarily occur on the 2nd Business Day of each month (but may occur at other times as required or permitted under these Terms or our agreements with 3rd Parties or other persons). We will debit from your MYOB Pay Super Account Fees at the time that we process the monthly drawing of Fees. We

will provide a monthly statement/tax invoice detailing the Fees that have been debited.

- (g) You acknowledge and agree that you are responsible for payment of any fees charged by your financial institution in relation to the up-front establishment and ongoing transactions associated with your MYOB Pay Super Account.

#### 14. GST and duties

- (a) All payments due to us (e.g. Fees, reimbursement by you to us of any amounts or payments under indemnities) are to be increased by the amount of any GST liability we have in relation to supplies we make to which those payments relate.
- (b) You must pay all duties (e.g. stamp duty, other government charges or financial institution account fees, if applicable) payable in relation to your use of MYOB Pay Super. If we have paid any duties on your behalf, you must reimburse us on our request.

#### 15. How you can terminate your use of MYOB Pay Super

- (a) You can terminate your use of MYOB Pay Super at any time by providing us with 5 Business Days' notice. Despite any cancellation, you must authorise and otherwise ensure (by keeping the DDR in place or other means) that any Payment Message sent prior to cancellation can be processed, and that all Fees payable by you in relation to your use of MYOB Pay Super prior to cancellation are paid.
- (b) You will be billed any outstanding Fees in the next calendar month immediately following termination. See clause 13 for more details.

#### 16. When we can suspend or terminate your use of MYOB Pay Super

- (a) In addition to rights set out elsewhere in these Terms, we may suspend or terminate, without prior notice, your use of MYOB Pay Super where:
- (i) your direct debit authority is cancelled or withdrawn;
  - (ii) your MYOB Pay Super Account cannot be debited and no alternative arrangements acceptable to us are put in place;
  - (iii) you go into liquidation, take, permit or suffer a step toward going into liquidation, or we reasonably suspect you may do so or we have

reasonable concerns about your credit worthiness;

- (iv) we receive notification of dispute from one or more of the directors or principals of your Business;
- (v) you fail to remedy a material breach of these Terms (including non-payment of any Fees) within 5 Business Days of notice from us;
- (vi) 3rd Party arrangements necessary to facilitate MYOB Pay Super cease to exist or in our opinion render the ongoing operation of MYOB Pay Super substantially unworkable or non-functional;
- (vii) the action of a regulator in our opinion renders the ongoing operation of MYOB Pay Super substantially unworkable or non-functional;
- (viii) we believe this is necessary either to protect the security, integrity or reputation of MYOB Pay Super or to otherwise protect our interests;
- (ix) a change occurs in your Business, assets or financial condition which in our reasonable opinion has or may have a material adverse effect on your ability to meet your obligations under these Terms, on our rights under these Terms or on any of our agreements with 3rd Parties; or
- (x) in our reasonable opinion (having regard to voting rights, rights to receive income or capital, rights to appoint directors and any other matter which we believe relates to effective control) any person or persons who between them as at the date you were first approved to use MYOB Pay Super:
  - (A) control you; or
  - (B) control or beneficially own more than 50% of your ordinary shares or other voting, income or capital participation rights, ceases or cease to control you or hold or control more than 50% of those ordinary shares or other rights.

- (b) We will notify you in writing within 10 days following any suspension or termination of your use of MYOB Pay Super pursuant to clause 16(a).
- (c) We may notify you of our intention to suspend or terminate your use of MYOB Pay Super if we believe your account is inactive. Such suspension or termination will occur 10 days after the date of such notice unless agreed otherwise.
- (d) Upon suspension or termination of your use of MYOB Pay Super, we may continue to:
  - (i) continue to process any Payment Message sent prior to cancellation; and/or
  - (ii) hold your funds pending our determination of any required or authorised dealings with or applications of those funds under these Terms, or in relation to our contracts with 3<sup>rd</sup> Parties, or any permitted set-off against sums you owe to us. When such a determination is made, we may deal with your funds as required by that determination.
- (e) We can lift a suspension or reinstate suspended use in our absolute discretion by written notice to you, and this takes effect on receipt or any later time set out in the notice, subject to you meeting any conditions set out in the notice.
- (f) If you become aware that a circumstance which would permit us to suspend or terminate your use under clause 16(a) has arisen or may arise, you must advise us in writing as soon as possible.
- (g) Upon suspension of your use of MYOB Pay Super:
  - (i) you must immediately cease to use or distribute material containing any intellectual property rights of ours or any 3<sup>rd</sup> Party granted to you in relation to MYOB Pay Super;
  - (ii) you must comply with any reasonable direction given by us to facilitate that suspension in an orderly manner;
  - (iii) we may place conditions upon any subsequent application by you for the use of MYOB Pay Super; and
  - (iv) no accrued rights of yours or ours are extinguished or otherwise affected.

**17. Following termination**

On termination of your use of MYOB Pay Super by you or us:

- (a) you must immediately cease to use or distribute material containing any intellectual property rights of ours or any 3<sup>rd</sup> Party granted to you in relation to MYOB Pay Super;
- (b) you must comply with any reasonable direction given by us to facilitate that termination in an orderly manner;
- (c) we may place conditions on any subsequent application by you for participation in MYOB Pay Super where you have previously breached these Terms;
- (d) each limitation of liability in favour of us and clauses 9(a), 10(e), 10(f), 13, 14, 17, 18(d), 18(e), 23(b), 23(d), 23(f) and 23(i) continue to apply;
- (e) your or our rights against each other which:
  - (i) accrued before the time of termination; or
  - (ii) otherwise relate to or may arise at any future time from any breach of these Terms which occurred before the termination, are not extinguished or otherwise affected; and
  - (iii) any other consequences set out in relation to termination of specific Payment method apply.

**18. Liability, warranties, representations and indemnities**

- (a) We do not warrant or represent that MYOB Pay Super is or will remain suitable or appropriate for your Business' needs. You acknowledge that MYOB Pay Super is a generic service and its scope and operation is likely to change over time. You are solely responsible for assessing your own Business to determine the ongoing suitability and appropriateness of MYOB Pay Super for your Business.
- (b) To the extent permitted by law, we are not responsible or liable to you for any:
  - (i) delays, however caused, in processing of Payments made or received or to be made or received (including within our internal systems), or in other data information exchange, in relation to MYOB Pay Super;
  - (ii) Loss or Claim suffered or incurred by you arising in relation to any Payment or Payment Message effected in relation to MYOB Pay Super, including any fraudulent, unauthorised or mistaken Payment or Payment Message, reversal or error correction;

- (iii) 3rd Party actions or inaction or the actions or inaction of other persons (including negligent or unauthorised actions or inaction) relating to MYOB Pay Super, including those relating to internet connections, or dealings with any money held.
- (c) We are not liable to you for any Loss or Claim, and we are not in default under these Terms for a failure to comply with these Terms for any cause which could not reasonably be controlled or prevented by us. Such causes include strikes, lockouts, labour disputes, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure, war, acts of terrorism or hostility, sabotage, system failure or disruption, inability to obtain sufficient labour, raw materials, fuel or utilities, lack of telecommunications equipment or facilities or failure of information technology or telecommunications equipment or facilities or suspension or termination of 3rd Party agreements or services.
- (d) You indemnify us and our Personnel against any Loss or Claim suffered or incurred by us or any of our Personnel arising from your or your Personnel's negligence, misrepresentation, fraud, breach of law or breach of these Terms.
- (e) We hold the benefit of the promises in clause 18(d) and on behalf of our Personnel.
- (f) You acknowledge that we will be relying on and using information provided by 3rd Parties and other persons in reporting and other matters, and to the full extent permitted by law, we will not be liable to you where a 3rd Party or other person provides incomplete, untrue or misleading or deceptive information and we use that information in good faith.
- (g) To the extent permitted by law and subject to clause 18(i), our liability to you for any non-compliance with a statutory guarantee or Loss or Claim arising out of or in connection with the supply of MYOB Pay Super under these Terms or any breach by us of these Terms however arising (whether for breach of the Terms, tort (including negligence), statute, custom, law or on any other basis) is limited to:
  - (i) the resupply of MYOB Pay Super; or
  - (ii) the cost of resupply of MYOB Pay Super.
- (h) All representations, conditions, warranties and terms that would otherwise be expressed or implied in these

Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law.

- (i) clauses 18(g) and 18(h) above are not intended to have the effect of excluding, restricting or modifying:
  - (i) the application of all or any of the provisions of the ACL;
  - (ii) the exercise of a right conferred by such a provision; or
  - (iii) any liability of us in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods and services.
- (j) You represent and warrant to us that:
  - (i) you have all necessary power and authority to agree to these Terms, to use MYOB Pay Super and to perform your obligations under these Terms;
  - (ii) you will comply with all laws or industry codes applicable to you in the exercise of your rights and the performance of your obligations under these Terms; and
  - (iii) all information provided by you or on your behalf at any time to us or to any other person involved with MYOB Pay Super including 3rd Parties (including material provided in relation to any application for use of MYOB Pay Super), will be true and accurate at the time it is provided. If you discover that any part of it is or may become materially false or misleading, you will advise us as soon as possible and provide updated or correct information.

## **19. Amendment of documents**

- (a) We can add to, delete or amend any of these Terms, our online help, templates or other forms, reports or other documents relevant to MYOB Pay Super.
- (b) We will endeavour to give you at least 10 days' prior notice (longer if required by legislation or any other code of conduct we subscribe to) of any change that is likely to materially affect or disrupt the manner in which you use MYOB Pay Super, except in circumstances where such a change is due to a change by a 3rd Party and we were not aware of the change in advance. In



these circumstances we will endeavour to notify you in a reasonable time period after becoming aware of the change.

- (c) If we need to restore or maintain the security of MYOB Pay Super immediately, we may change your use and access to MYOB Pay Super without advance notice.
- (d) If we make a change to MYOB Pay Super or these Terms, we note that you have the option to terminate this agreement pursuant to clause 15(a).

## 20. Other documents and precedence

Your application for MYOB Pay Super and any change of details form part of these Terms.

## 21. Notices and other communications

- (a) Notices or other communications relevant to MYOB Pay Super may be given:

- (i) to us by email at [paysuper@myob.com](mailto:paysuper@myob.com) or to any other postal address or email address notified by us.

- (ii) to you:

- (A) by prepaid post to your nominated postal address;

- (B) by email to your nominated email address from time to time, or to another postal address or email address notified by you to us from time to time.

- (b) For the purposes of the *Spam Act 2003 (Cth)* you acknowledge and consent to us sending you a notice or other communication by email under clause 21(a)(ii)(B). In sending such an email, we are not obliged to provide you with a means of unsubscribing or opting-out of receiving any future emails sent by us.

- (c) A notice or other communication given under clause 21(a) is taken to be received:

- (i) if sent by prepaid post, on the 3rd Business Day after posting; or

- (ii) if sent by email, when sent unless the recipient or the sender's machine notifies the sender in writing after sending that the email has not been received or not been delivered.

## 23. Miscellaneous

- (a) Reliance

We can rely on the authority of persons who are, or who appear to us to be, authorised to act on your behalf.

- (b) Governing law and jurisdiction

These Terms are governed by the law of Victoria. You irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and courts that may hear appeals from those courts.

- (c) Our consent

Where anything in these Terms requires our consent, then unless expressly provided otherwise, to be effective, that consent must be in writing signed by an authorised officer of ours.

- (d) Waiver

Any waiver of a right or power of ours under these Terms may only be given in writing signed by an authorised officer of ours. We may waive these Terms, or part of these Terms, on such terms as we see fit.

- (e) Assignment

- (i) You cannot assign or otherwise deal with your rights under these Terms without our prior written consent.

- (ii) We can at any time assign or novate our rights and obligations under these Terms. If we do so, you must execute any documents required to give effect to that assignment or novation.

- (f) Severability

If the whole or any part of these Terms is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these Terms have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 23(f) has no effect if the severance alters the basic nature of these Terms or is contrary to public policy.

- (g) Whole agreement

These Terms and the documents incorporated by reference in them contain the whole of the agreement between us and you in relation to MYOB Pay Super. Any representations or warranties made by our Personnel before you are accepted to us MYOB Pay Super have no force or effect unless expressly set out in these Terms.

(h) Further action

Both you and we agree to do all things and execute all documents necessary or desirable to give full effect to these Terms and the transactions contemplated by them.

(i) Remedies cumulative

The rights, powers and remedies provided to you and us in these Terms are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any agreement.

(j) Business Days

If the day on or by which any thing is to be done under these Terms is not a Business Day, that thing must be done on or by the next Business Day.

## C. Direct Debit Request Service Agreement

This Section C relates to the debiting of your MYOB Pay Super Account.

### 1. General

- (a) You acknowledge that a DDR will be required in respect of your use of MYOB Pay Super, to enable the direct debit of your Account, or Accounts using APCA ID 184111.
- (c) This section C sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance, in relation to direct debit matters.

### 2. Your obligations

- (a) It is your responsibility to ensure that:
  - (i) your Account, or Accounts, can accept direct debits (your financial institution can confirm this);
  - (ii) on each drawing date there are sufficient cleared funds in the Account;
  - (iii) you advise us if an Account is transferred, closed or otherwise becomes unsuitable or unavailable for the DDR;
  - (iv) you keep a DDR in place at all times; and
  - (v) direct debit through the Bulk Electronic Clearing System is available on your Account (noting that the Bulk Electronic Clearing System is not available for some bank accounts).
- (b) If your drawing is returned or dishonoured by your financial institution:
  - (i) for a drawing for Fees or Adjustments, we will attempt to re-draw after 3 Business Days; and
  - (ii) we may add a dishonour fee to the amount drawn.
- (c) If you are unsure about when a drawing will be processed in relation to your Account, please enquire directly with your financial institution.

### 3. Our obligations

- (a) We will debit your MYOB Pay Super Account for all Fees and other amounts of any nature payable by you to us or to 3rd Parties in relation to your use of MYOB Pay Super.
  - (b) Drawings for Fees will ordinarily occur on the 2<sup>nd</sup> Business Day of each month. Other drawings will occur as required or permitted under these Terms or our agreements with 3rd Parties (e.g. to adjust a Payment made by a customer of yours). If a due date for payment falls on a day which is not a Business Day, drawing will take place on the next Business Day following the due date.
  - (c) On the day of a drawing, we will endeavour to send you a statement/tax invoice or other advice by email setting out the nature and amount of that drawing.
  - (d) All Personal Information relating to you that we hold will, subject to these Terms, be kept confidential. However, you acknowledge and agree that we will need to provide information to our financial institution to initiate or alter drawings from your Account.
- ### 4. Changes to DDR arrangements
- (a) We will give you at least 14 Business Days written notice when we change the initial terms of the DDR arrangement.
  - (b) If you wish to discuss any changes that we make to your DDR arrangements, please contact the MYOB Pay Super support team on 1300 555 931 between 9.00am and 5.00pm (Melbourne time) Monday to Friday.
  - (c) If you want to change your DDR arrangements, please contact the MYOB Pay Super support team using the details above. These changes may include, subject to these Terms:
    - (i) deferring a drawing in relation to a later billing period;
    - (ii) altering a schedule;
    - (iii) stopping an individual debit;
    - (iv) suspending your DDR; or
    - (v) cancelling your DDR completely.
  - (d) You should direct all such enquiries to us, rather than to your financial institution. These enquiries should be

made at least 3 Business Days before the end of a month.

**5. Queries and disputes**

- (a) If you believe that a drawing has been initiated incorrectly, you should initially discuss the matter with us by contacting our MYOB Pay Super support team by email at [paysuper@myob.com](mailto:paysuper@myob.com) or on 1300 555 931 during normal business hours (Melbourne time).
- (b) If you do not receive a satisfactory response to your issue from us, you should then contact your financial institution to lodge a dispute.
- (c) We may send notices electronically to your email address or by ordinary post to the address that you have given us. Please refer to the notice provisions in section B, clause 21 for more details on how we will send you notices.

# Glossary

## Definitions

In these Terms and the rest of the PDS:

**Account** means an account with a financial institution you nominate for the purposes of your use of MYOB Pay Super;

**ACL** means the Australian Consumer Law;

**Adjustment** means an amount paid or payable by you, or on your behalf, in relation to a Payment, including a reversal, a refund and an error correction;

**Approved Partner** means a third party accounting or payroll software provider that has entered into a relationship with us to enable their customers to use MYOB Pay Super;

**Approved Partner Product** means an approved partner accounting or payroll product approved by us to utilise and connect to MYOB Pay Super;

**Clearing House Provider** means the 3<sup>rd</sup> party nominated by us to facilitate the distribution of Superannuation Contribution Information and Payments to Superannuation Funds on our behalf. The Clearing House Provider is currently SuperChoice Services Pty Ltd, ABN 78 109 509 739;

**Bulk Electronic Clearing System** means the payments clearing system managed by the Australian Payments Clearing Association Limited also known as BECS or CS2;

**Business** means a separate business enterprise of yours – you may register a number of business enterprises for MYOB Pay Super;

**Business Day** means:

- (a) for the purposes of clause 21, a day on which banks are open for business in the city where the notice or other communication is received, excluding a Saturday, Sunday or public holiday; or
- (b) for all other purposes, a day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

**Corporate Authorised Representative** means a third party formally appointed as our authorised representative in terms of our Australian Financial Services Licence to provide one or more authorised financial service activities;

**DDR** means direct debit request;

**Direct Credit** means the payment crediting the bank account of a nominated payee in accordance with the instructions transmitted by you in association with a Payment Message;

**Direct Credit System** means the system forming part of the Bulk Electronic Clearing System which allows Direct Credits to be made;

**Fees** means fees and charges payable by you in relation to your use of MYOB Pay Super, described in Section A of this PDS under 'MYOB Pay Super Service Fees';

**Loss or Claim** means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including liability in tort and consequential and economic losses;

**MYOB Product** means a current version of our software specified for operation with MYOB Pay Super, including AccountRight Plus and Premier;

**MYOB Settlement Account** means a trust account held by us with the Sponsoring Financial Institution through which Payments, and other transactions related to MYOB Pay Super are processed;

**Password** means the unique password selected by a MYOB Pay Super Authoriser or MYOB Pay Super Administrator which enables them to authorise Payment Messages;

**Payment** means an amount debited from your MYOB Pay Super Account and paid on your behalf to your employees' superannuation funds in accordance with the relevant authorised Payment Message and accompanying Superannuation Contribution Information;

**Payment Limit** means the maximum number of Payment Messages that can be processed within a Payment Limit Period, as nominated by you;

**Payment Limit Period** means the time period nominated by you during which your Payment Limit cannot be exceeded;

**Payment Message** means the electronic message that authorises us to effect a Payment from your MYOB Pay Super Account, and to distribute Superannuation Contribution Information to the relevant Regulated Superannuation Funds, on your behalf;

**MYOB Pay Super Account** means an account with a financial institution nominated by you that is to be debited when processing Payment Messages;

**Pay Super Administrator** means the Personnel nominated by you to authorise a Payment Message, and modify certain Pay Super settings such as Payment Limits and Authorisers

**MYOB Pay Super Authoriser** means the Personnel nominated by you to authorise a Payment Message;

**MYOB Pay Super Cut-off Time** means the time by which Payment Messages must be authorised within MYOB Pay Super on a Business Day in order to be processed on the same day. The MYOB Pay Super Cut-off Time is 3.30pm (Melbourne, Australia time) each Business Day;

**Personal Information** means information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion, which is received from any source as a consequence of the exercise of rights or performance of obligations under these Terms or otherwise in relation to MYOB Pay Super, including your credit information and your tax file number;

**Personnel** in relation to a person means that person and that person's officers, employees, agents and contractors;

**Privacy Law** means the *Privacy Act 1988 (Cth)*, including the Australian Privacy Principles, as updated, replaced or amended from time to time and all other applicable legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to any Personal Information;

**Regulated Superannuation Fund** means a superannuation fund that meets the definition of regulated superannuation fund for the purposes of section 19 of the *Superannuation Industry (Supervision) Act 1993 (Cth)*, but does not include a self-managed superannuation fund.

**Complying Self-Managed Superannuation Fund** means a superannuation fund which is active and registered as complying with the ATO requirements for self-managed superannuation funds;

**Superannuation Fund** means both a Regulated Superannuation Fund and/or a Complying Self-Managed Superannuation Fund;

**Superannuation Guarantee Contribution** means the minimum superannuation payment that an employer must pay to an employee's nominated Superannuation Fund as defined under the *Superannuation Guarantee (Administration) Act 1992*.

**Sponsoring Financial Institution** means our nominated sponsoring financial institution for MYOB Pay Super which is currently the Commonwealth Bank of Australia, ABN 48 123 123 124;

**Superannuation Contribution Information** means the information transmitted by you to us in association with the Payment Message regarding the payment details of your superannuation contributions to the relevant Superannuation Funds;

**Terms** means these terms and conditions governing MYOB Pay Super; and

**3rd Party** means any person with whom we have contracted in relation to MYOB Pay Super. This includes the Sponsoring Financial Institution, the Clearing House Provider and any other service providers engaged by us for the delivery of MYOB Pay Super.

## Interpretation

In these Terms, headings and bold type are for convenience only and do not affect interpretation and, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) other parts of speech and grammatical forms of a word or phrase defined in these Terms have a corresponding meaning;
- (c) a reference to a person includes an individual and a company, partnership, joint venture, association, corporation or other body corporate and a government agency;
- (d) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause (d) implies that performance of part of an obligation constitutes performance of the obligation;
- (e) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novation of, that document;
- (g) a reference to a party to a document includes that party's successors and permitted assigns;
- (h) no provision of these Terms may be construed adversely to us on the ground that we were responsible for the preparation of these Terms or that provision;
- (i) a reference to an agreement other than these Terms includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (j) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;

(k) a reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;

(l) a reference to a body, other than us or you (including an institute, association or authority), whether statutory or not:

- (1) which ceases to exist; or
- (2) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(m) examples are descriptive only and not restrictive or exhaustive; and

(n) 'we', 'us', 'our' and equivalent terms refer to MYOB Australia Pty Ltd (and where relevant, our Personnel) and 'you', 'your' and equivalent terms refer to an applicant for, or participant in, MYOB Pay Super (and where relevant, your Personnel).

All matters concerning the interpretation of these Terms and their application, in any specific or general case, may be determined by us in our sole discretion, and we need not give any reasons for our determination.

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