

# ANZ EASYTRANSACT AND THE SUPER CLEARING SERVICE

PRODUCT DISCLOSURE STATEMENT  
1 JULY 2020



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## ANZ EASYTRANSACT AND THE SUPER CLEARING SERVICE

### Entity details in this Product Disclosure Statement (PDS)

Legal Name	Registered numbers	Abbreviated terms used throughout this PDS
OnePath Custodians Pty Limited	ABN 12 008 508 496, AFSL 238346, RSE L0000673	OnePath Custodians, OPC, Trustee, us, we, our, issuer
Oasis Asset Management Limited	ABN 68 090 906 371	Oasis Asset Management, Administrator
Australian and New Zealand Banking Group Limited	ABN 11 005 357 522 AFSL 234527	ANZ

### Important information

OnePath Custodians is the issuer of the Super Clearing Service offered via ANZ EasyTransact ('EasyTransact') and this PDS.

The issuer is a company within the IOOF Group of companies, comprising IOOF Holdings Limited ABN 49 100 103 722 and its related bodies corporate (IOOF Group). The ANZ brand is a trademark of ANZ and is used by OPC under licence from ANZ. ANZ is an authorised deposit taking institution (**Bank**) under the *Banking Act 1959* (Cth). The issuer is not a Bank. Except as described in this PDS, a contribution to the superannuation fund of your employee through EasyTransact is neither a deposit nor other liability of either ANZ or IOOF, and none of them stands behind or guarantees the issuer or the capital performance of your investment.

A contribution to the superannuation fund of your employee through EasyTransact is subject to investment risks and other risks, including possible delays in repayment of principal and loss of income or principal invested.

The PDS contains general information only and does not take into account your personal circumstances or your financial needs and objectives. This PDS explains the main features of EasyTransact and should not be used as a substitute for financial advice. You should read this PDS carefully to assess whether the information is appropriate in respect of your objectives, financial situation and needs and speak to a financial planner (adviser) before deciding to use EasyTransact.

The invitation to use EasyTransact in this PDS is only available to persons receiving this PDS in Australia. It is not made directly or indirectly, to persons in any other country.

We are not bound to accept an application in relation to EasyTransact.

### OnePath Custodians Pty Limited

347 Kent Street, Sydney NSW 2000

Phone 13 47 43

Email [employersuper@anz.com](mailto:employersuper@anz.com)

Website [anz.com/corporate/insurance-superannuation/employer-superannuation/easytransact/](http://anz.com/corporate/insurance-superannuation/employer-superannuation/easytransact/)

This PDS includes the terms and conditions for EasyTransact and ANZ's online superannuation servicing system.

If your application is successful, when you use or access EasyTransact, we collect your employees' personal information (including health and other sensitive information) to manage and administer your products and services. To read more about how we collect, use and disclose your employees' personal information, refer to the Privacy section on page 12.

# EASYTRANSACTION AND THE SUPER CLEARING SERVICE

This PDS provides you with information about the Super Clearing Service which is offered via EasyTransact.

EasyTransact, ANZ's online superannuation servicing system, enables you to make super contributions for your employees to your employer plan.

The Super Clearing Service also enables you to remit super contributions for your employees to Choice funds.

ANZ EasyTransact is an 'alternative arrangement' that meets the conditions and requirements of the Superannuation Data and Payment Standards 2012 and associated schedules, as amended from time to time. The alternative arrangement data elements have been mapped to the standard data elements of the SuperStream Message Implementation Guide (MIG). This data mapping is available on request. Contribution payments must be electronic, as outlined in the 'Payment Methods' section on page 5 of this PDS.

## HOW THE SUPER CLEARING SERVICE WORKS

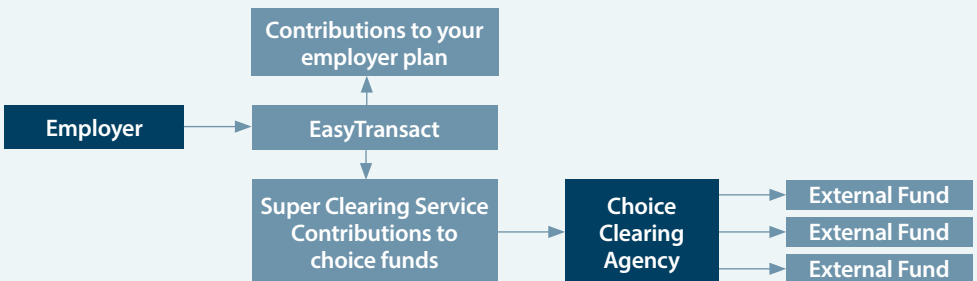
- Where you need to offer Choice of Superannuation Fund to your employees, the Super Clearing Service gives you the flexibility to make contributions to Choice funds selected by your employees.
- We will accept payments either as a single payment or on a per employee basis from you and remit it to Choice funds on your behalf in accordance with your instructions (the electronic contribution data detailing the amount in respect of each employee and their Choice fund to be paid).

## HOW YOU CAN BENEFIT FROM EASYTRANSACTION AND THE SUPER CLEARING SERVICE

- EasyTransact allows you to complete many different superannuation servicing and transacting functions online. This increases efficiency and reduces processing time and administration costs.
- EasyTransact speeds up turnaround times, offering increased accuracy and providing transmission of payroll files to help you easily transfer member details from a wide range of payroll systems.
- EasyTransact uses high levels of encryption and coding to ensure the security of online transactions.
- To help you get the maximum benefit from EasyTransact, we have a range of support tools and a dedicated support team who can provide you with face-to-face training and ongoing telephone support.
- The Super Clearing Service can reduce the administrative burden you face if you need to submit multiple super contributions to multiple funds.

## HOW TO OBTAIN UP-TO-DATE INFORMATION

Information in the PDS is subject to change from time to time and may be updated by us. The information contained in this PDS is up-to-date at the time of preparation. If the change is not materially adverse, we will notify you of such changes via regular member communications and the ANZ website at [anz.com/corporate/insurance-superannuation/employer-superannuation/easytransact/](http://anz.com/corporate/insurance-superannuation/employer-superannuation/easytransact/). You can request a paper copy of any updated information at any time. This information will be provided free of charge by contacting Employer Services on 13 47 43.



## HOW YOU CAN REGISTER FOR EASYTRANSACT

If you have an employer plan and wish to use this service, you should read this PDS and contact Employer Services on 13 47 43 if you have any queries or would like to register.

## PAYMENT METHODS

You can make contributions on behalf of your employees, using:

- Employer initiated direct debit
  - we will deduct separate payments from your nominated bank account for your employer plan and for Choice funds if applicable. You can access the EasyTransact Employer Initiated Direct Debit Request form by contacting Employer Services on 13 47 43
- Direct credit
  - you can make a single payment containing all employer plan contributions and contributions to all Choice funds
- BPAY
  - you will be given a Biller Code and Customer Reference Number (CRN), allowing you to make a single payment containing all employer plan contributions and contributions to all Choice funds.

**Note:** Paying via BPAY is currently not available to employers who have transferred from the ANZ Super Advantage employer super product.

## EASYTRANSACT AND THE SUPER CLEARING SERVICE TRAINING AND SUPPORT

To assist you, the EasyTransact User Guide is available from [anz.com/corporate/insurance-superannuation/employer-superannuation/easytransact/](http://anz.com/corporate/insurance-superannuation/employer-superannuation/easytransact/) ANZ's dedicated EasyTransact Helpdesk team can provide you with training and ongoing telephone or online support. This service is provided at no extra cost. You can call the EasyTransact Helpdesk team on 13 47 43 (options 1, 1) weekdays between 8.30am and 6.00pm (AEST).

## FEES

The EasyTransact and the Super Clearing Service is currently free of charge.

## RISK ASSOCIATED WITH THE USE OF EASYTRANSACT AND THE SUPER CLEARING SERVICE

Users of EasyTransact and the Super Clearing Service should be aware that the standard payment timeframe for monies to be cleared to the Choice fund is up to six business days (subject to terms and conditions). Payments will be sent electronically. Additional time may also be taken by the Choice fund to process the payment once it is received, according to their service levels. This means if you do not make contributions within sufficient time of the relevant quarter end, you may incur the Superannuation Guarantee (SG) contribution charge and your employees will not receive their SG entitlements in a timely manner. For more information on the SG contribution charge, please refer to the Australian Taxation Office (ATO) website.

The standard payment timeframe may also be affected by:

- your employees providing you with the incorrect Choice fund and membership details
- the Choice fund not maintaining their bank account and contact details
- any dishonoured or returned payments
- errors in the contribution batch details you have submitted
- incorrect reference numbering of payments.

There may also be instances where technical errors affecting the technology used by EasyTransact and the Super Clearing Service may, amongst other things, prevent the timely and accurate completion of contributions.

If we are unable to process a contribution immediately for any reason, including awaiting outstanding requirements or whilst ensuring your payment is honoured, we and the Choice Clearing Agency will retain any interest paid by our bank on the account the contributions are held in to meet, among other things, bank fees and other bank administrative costs we incur in operating the service. This is generally for short periods of time.

As with any online transaction, there is a risk of fraud, data corruption, breaches of data or password security, defects in transmission or

viruses. ANZ has ensured this risk is minimised through the use of 128-bit encryption as a standard feature of EasyTransact and the Super Clearing Service.

Where we are made aware of a contribution being delayed or rejected, the EasyTransact Helpdesk team will contact you.

## **EASYTRANSACT AND THE SUPER CLEARING SERVICE TERMS AND CONDITIONS**

### **EASYTRANSACT**

- 1.1 We may change any of the terms and conditions contained in this PDS at any time (including in relation to the EasyTransact site, its attributes or functionality). If any law regulates the change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 1.2 You agree that we can give notice of changes to these terms and conditions in writing, electronically (including by posting the changes on our website) or in any other way permitted by law.
- 1.3 For changes to fees, we will provide you with 30 days' prior notice (refer to 'Fees' on page 10 for more information).
- 1.4 These terms and conditions and the use of EasyTransact and the Super Clearing Service are governed by the law in force in New South Wales and you submit to the non-exclusive jurisdiction of the courts of New South Wales. Your business or company must be registered/incorporated and also domiciled in a state or territory of Australia.
- 1.5 These terms and conditions will not exclude, modify or replace any other terms of enrolment in the employer super product or any other matters including fees, charges, product or policy conditions.
- 1.6 Copyright and trademark rights in respect of any logos, symbols or trademarks vest in OnePath Custodians. You shall not download, reproduce, transfer, publish, alter or use any such logos, symbols or trademarks for any purpose other than the purpose of advising and authorising the payment of

contributions via EasyTransact. You have no proprietary or other rights in relation to the EasyTransact site.

- 1.7 The terms and conditions contained in this PDS represent the entire agreement between the parties despite any prior negotiations, representations, warranties, covenants, understandings or agreement made or entered into before you use the Super Clearing Service offered via Easy Transact.

### **SECURITY**

- 2.1 We will issue you a user ID and password. You may request for one or more authorised officers to be provided with the user ID and password where access to EasyTransact is required as part of the authorised officer's duties with you. You authorise us to act on instructions and any information submitted to us using your user ID and password.
- 2.2 You have a number of binding obligations in using EasyTransact. You must:
  - i. only permit authorised officers to use EasyTransact
  - ii. not disclose the user ID and password to anyone other than an authorised officer
  - iii. not store passwords anywhere but commit them to memory
  - iv. regularly and carefully check that the contributions processed via EasyTransact appear in your nominated bank account
  - v. report any unauthorised transactions to us immediately.
- 2.3 If you believe that your user ID or password has been compromised, you must contact us immediately on 13 47 43.

### **ACCESS TO EASYTRANSACT**

- 3.1 We reserve the discretion to deny access to and/or de-register you from EasyTransact, including without limitation, if in our opinion:
  - i. you failed to keep your user ID and password secure or we have concerns regarding security or unauthorised access
  - ii. you fail to use EasyTransact for 13 months.
- 3.2 While we have put in place certain security systems, we are unable to guarantee in all circumstances that EasyTransact or the information contained on it will not be subject to unauthorised access. We will not

be liable for any loss, damage, claims and expenses arising from unauthorised access to EasyTransact or the information retained on it.

- 3.3 EasyTransact allows you to set three authority levels for authorised officers:
- i. contribution batch preparation and submission for processing
  - ii. contribution batch preparation only
  - iii. read-only.

## **PROCESSING BY EMPLOYER INITIATED DIRECT DEBIT USERS**

- 4.1 We may process an employer initiated direct debit contribution batch submitted through EasyTransact on the next business day following the date of receipt by us. Once successfully processed by us, the information or contributions will be lodged with the relevant OnePath product(s).
- 4.2 If we send you a transaction confirmation message, we are authorised to process the contribution batch and, in the case of an employer initiated direct debit contribution remittance, debit the nominated bank account with the grand totals appearing on the contribution batch.
- 4.3
- i. Importantly, no contribution batch or payment will be deemed as properly made, effected, or paid until the correct amount of such contribution batch or payment is received in full by us (and we will not be required to make any such contribution or other payment included in that contribution batch until that amount is received in full). For example, if an underpayment of a superannuation contribution is made by you or on your behalf, then no contribution shall be deemed to have been made until the remainder of the payment is received by us.
  - ii. If you make an underpayment for any contribution batch and we do not receive the full outstanding amount within 30 days, we will cancel the entire contribution batch and will not allocate any of the contributions to members.
  - iii. Notwithstanding clauses 4.3 i. and ii., if any payment is not made in full or if any underpayment is made for any contribution batch, you only have 30 days (from the date of submission of the

contribution batch) to make payment in full or to pay the outstanding amount. If that amount is not received in full via an employer initiated direct debit contribution batch within that 30 days, then the payment and contribution will be refunded or cancelled respectively, where applicable. Please note that you may still fail to meet your legal obligations (and be subject to statutory penalties) as a result of any delays in making payment in full or paying the outstanding amount.

## **PROCESSING BY DIRECT CREDIT USERS**

- 5.1 We will process a direct credit contribution batch submitted through EasyTransact upon receipt of advice from EasyTransact that a contribution batch has been submitted and the EFT amount is received and reconciled by us. Once successfully processed by us, the information or contributions will be lodged with your employer plan.
- 5.2 You agree that our receipt of your contribution batch submitted through EasyTransact and the deposit of sufficient funds via EFT constitutes an irrevocable authority from you for us to process the contribution batch.
- 5.3 After processing the contribution batch using EasyTransact, you must immediately transfer the total amount of contributions via EFT into the relevant bank account. If there is a difference between the amount transferred via EFT and the contribution batch amount, you must contact us immediately to advise the reason for the discrepancy.
- 5.4 We will endeavour to reconcile the contribution batch amount received through EasyTransact and the total EFT amounts received in the relevant bank account. This is generally completed the day after and no later than five business days after receiving advice from EasyTransact that a contribution batch has been processed and the correct contribution batch amount is credited to the relevant OnePath bank account.
- 5.5 Direct credit payments will be held by us for a maximum of 25 days. If during this time we are unable to match the payment to an EasyTransact contribution batch, the funds will be refunded.

- 5.6 i. Importantly, no contribution batch or payment will be deemed as properly made, effected, or paid until the correct amount of such contribution batch or payment is received in full by us (and we will not be required to make any such contribution or other payment included in that contribution batch until that amount is received in full). For example, if an underpayment of a superannuation contribution is made by you or on your behalf, then no contribution shall be deemed to have been made until the remainder of the payment is received by us.
- ii. If you make an underpayment for any contribution batch and we do not receive the full outstanding amount within 30 days, we will cancel the entire contribution batch and will not allocate any of the contributions to members.
- iii. Notwithstanding clauses 5.6 i. and ii., if any payment is not made in full or if any underpayment is made for any contribution batch, you only have 30 days (from the date of submission of the contribution batch) to make payment in full or to pay the outstanding amount. If that amount is not received in full via a direct credit contribution batch within that 30 days, then the payment and contribution will be refunded or cancelled respectively, where applicable. Please note that you may still fail to meet your legal obligations (and be subject to statutory penalties) as a result of any delays in making payment in full or paying the outstanding amount.
- We do not accept credit card transactions using BPAY for employer plans. However, cash advances using credit cards will be accepted by the BPAY facility. Please note that you may be liable for additional fees and charges from your credit card provider if you choose to make a cash advance payment to the BPAY facility.
- ii. Importantly, no contribution batch or payment will be deemed as properly made, effected, or paid until the correct amount of such contribution batch or payment is received in full by us (and we will not be required to make any such contribution or other payment included in that contribution batch until that amount is received in full). For example, if an underpayment of a superannuation contribution is made by you or on your behalf, then no contribution shall be deemed to have been made until the remainder of the payment is received by us.
- iii. If you make an underpayment for any contribution batch and we do not receive the full outstanding amount within 30 days, we will cancel the entire contribution batch and will not allocate any of the contributions to members.
- iv. Notwithstanding clauses 6.2 ii. and iii., if any payment is not made in full or if any underpayment is made for any contribution batch, you only have 30 days (from the date of submission of the contribution batch) to make payment in full or to pay the outstanding amount. If that amount is not received in full via BPAY within that 30 days, then the payment and contribution will be refunded or cancelled respectively, where applicable. Please note that you may still fail to meet your legal obligations (and be subject to statutory penalties) as a result of any delays in making payment in full or paying the outstanding amount.

## BPAY USERS

- 6.1 You acknowledge that BPAY is a third party provider. We will not be responsible to you for errors of any sort relating to BPAY which are beyond our reasonable control.
- 6.2 i. Make sure that you have read and understood any BPAY information or material provided by us and also any information provided to you by your financial institution (together, the 'BPAY Information') before proceeding to use BPAY. Where relevant, that information is binding upon you – in particular, please be aware of the details of any fees which your financial institution may charge you in respect to BPAY.
- 6.3 You must only use BPAY within EasyTransact in accordance with the BPAY Information. You acknowledge that we are not liable to you for any errors you make in using BPAY, and that we are entitled to seek reimbursement from you (and take legal recovery action if necessary) for any losses or expenses which we suffer or incur as a result of your incorrect use of BPAY (or by your agents, employees or anyone on your behalf).



- 6.4 If you become aware of any error which you have made in using BPAY (including, but not limited to, using an incorrect CRN or Biller Code, or entering an incorrect dollar amount in respect of any contribution batch details), you must contact us on 13 47 43.
- 6.5 Where we receive a contribution batch on your behalf and it is evident to us that you or someone on your behalf has submitted an incorrect CRN in respect of that contribution batch, you authorise us to correct the CRN for that contribution batch for our internal purposes only (in order to allow us to correctly allocate the contribution batch). You acknowledge, however, that we are not bound to make such a correction, and are not liable when an incorrect CRN has been used.
- 6.6 You agree that you or any other person will not copy or attempt to replicate or deal in any other manner with any BPAY logos, symbols, designs or trademarks.

## SUPER CLEARING SERVICE

- 7.1 The Super Clearing Service enables you to remit super contributions for your non-ANZ employer plan members to Choice funds.
- 7.2 While the Super Clearing Service is offered by us, it is made available from a third party provider, the Choice Clearing Agency and various Choice funds.

## REMITTANCES TO CHOICE FUNDS

- 8.1 Subject to these terms and conditions, superannuation contribution remittances and monies for non-ANZ employer plan members will be sent to Choice funds within six business days after receipt of the correct monies by us. The remittance advice and monies will be sent to the Choice fund by the Choice Clearing Agency, either electronically or by Australia Post through the normal delivery service. Monies are assumed to be received by us on the following business day where a payment is made prior to the cut-off time on a business day.
- 8.2 You acknowledge and agree that we have no responsibility for ensuring acceptance by the intended recipient of your contributions via the Super Clearing Service as the means of paying your employees' contributions. Nevertheless, we will take reasonable steps to attain acceptance.

- 8.3 Where you make contributions to a Choice fund, the contribution monies will first be deposited into the Settlement Bank Account and then remitted to the Clearing Service Bank Account. You should allow sufficient time for these monies to clear and for us to process these monies.

## PROCESSING CONTRIBUTIONS USING THE SUPER CLEARING SERVICE

- 9.1 You acknowledge that we will, to the best of our ability, provide accurate information regarding the complying status of Choice funds; however, it is not our obligation to ensure they are complying superannuation funds.

### Processing by employer initiated direct debit users

- 9.2 You acknowledge and agree that after processing a contribution batch, the total amount of contributions will be debited from your nominated account and transferred to the Clearing Service Bank Account. You are responsible for ensuring sufficient funds are available in your nominated account to process your contributions. You are responsible for advising us of any changes to your nominated account. The amount, minus any fees, will be electronically transferred to the Choice Clearing Agency on the following business day that your account is debited. That money will remain with the Choice Clearing Agency for a period of three business days before being disbursed to the Choice fund(s).
- 9.3 We and the Choice Clearing Agency are entitled to retain any interest or other financial benefit accruing as a result of monies being held whilst ensuring your payment will be honoured by your financial institution.

### Processing by direct credit users

- 9.4 You acknowledge and agree that after processing a contribution batch, you will immediately transfer the total amount of contributions via EFT into the Settlement Bank Account. If a contribution batch is authorised prior to 3pm on a business day, the amount, minus any applicable fees, will be electronically transferred to the

Choice Clearing Agency on the following business day after we receive your payment. If a contribution batch is authorised after 3pm on a business day, the amount, minus any applicable fees, will be electronically transferred to the Choice Clearing Agency on the second business day after we receive your payment. That money will remain with the Choice Clearing Agency for a period of three business days before being disbursed to the Choice fund(s). If there is a difference between the amount transferred via EFT and the contribution batch amount, we will endeavour to reconcile the outstanding amount to the aggregate of all Direct Credit payments identified as having been received from you. We will attempt to reconcile the contribution batch in whole such that monies will not be transferred to the Choice Clearing Agency until adequate funds to cover both Default and Choice components have been received.

### **Processing by BPAY users**

9.5 You acknowledge and agree that after processing a contribution batch you will immediately pay the total amount of contributions to the supplied Biller Code and CRN. If a contribution batch is authorised prior to 3pm on a business day, the amount, minus any applicable fees, will be electronically transferred to the Choice Clearing Agency on the following business day after we receive your payment. If a contribution batch is authorised after 3pm on a business day, the amount, minus any applicable fees, will be electronically transferred to the Choice Clearing Agency on the second business day after we receive your payment. That money will remain with the Choice Clearing Agency for a period of three business days before being disbursed to the Choice fund(s).

If there is a difference between the amount transferred via BPAY and the contribution batch amount, we will endeavour to reconcile the outstanding amount to the aggregate of all BPAY payments identified as having been received from you. We will attempt to reconcile the contribution batch in whole such that monies will not be transferred to the Choice Clearing Agency until adequate funds to cover both Default and Choice components have been received.

## **CONTRIBUTION BATCH – MISTAKES OR INCORRECT INFORMATION**

10.1 We will contact you within three business days of the submission of a contribution batch in either of the following circumstances:

- we detect the information in a contribution batch is incorrect
- your payment does not match the amount in the corresponding contribution batch or we are unable to direct debit your account due to insufficient cleared funds.

You will need to correct the contribution batch and/or payment amount before we can process your contribution batch. Payments not matched to a contribution batch within 20 days of receipt will be refunded.

10.2 Prior to submitting a contribution batch, you will have the ability to delete the contribution batch if you make a mistake. If you are an employer initiated direct debit user and have submitted the contribution batch, you must contact us to stop the amount and contribution batch data being forwarded to the external superannuation fund within 24 hours of submitting the contribution batch.

10.3 If you do not notify us within the time stated and we have forwarded the payment and contribution batch data to the external superannuation fund, it will be your responsibility to recoup these funds directly from the external superannuation fund. You will also be required to submit another contribution batch with the correct information and make a new payment for the total amount of that contribution batch.

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

## **FEES**

11.1 You acknowledge and agree that the financial institution with whom you hold your nominated account may charge you up-front establishment and ongoing fees in respect of your nominated account.

11.2 We may vary the fees for the use of the Super Clearing Service but will provide you with 30 days prior notice before the variation takes effect.

## **YOUR RESPONSIBILITIES AND ACKNOWLEDGEMENTS**

- 12.1 You represent and warrant that you have all the rights, powers and authority to use the Super Clearing Service offered via the EasyTransact and create payment instructions and/or effect a transaction on your account.
- 12.2 We are not liable for, and you will indemnify us against, any loss, liability or delay any person suffers as a result of our reliance on instructions received from a person we reasonably believe to be acting on your behalf or with your authority, including where such instructions are received as a result of unauthorised access to your account.
- 12.3 By using the Super Clearing Service offered via the EasyTransact, you agree to voluntarily accept the risks and be bound by the terms and conditions set out in this PDS.
- 12.4 We have no responsibility to ensure that your contributions are received by the relevant Choice fund. We do not check, represent or warrant that any Choice fund you direct us to remit contributions to is compliant or eligible to receive your contributions. It is your obligation to ensure that you discharge your legal obligations when submitting contribution batches through the Super Clearing Service.
- 12.5 You understand that no electronic data transmission can be guaranteed as totally secure and that, while we take all reasonable measures to protect the security of such information, we cannot ensure or warrant the security of any information you transmit to us using EasyTransact.
- 12.6 You understand that EasyTransact cannot be used for, and a payment cannot be processed for, any illegal transactions.
- 12.7 You are responsible for the validity of all contribution batch data sent for processing. You acknowledge and agree that we have no responsibility for checking the validity of any information contained within a contribution batch.

12.8 It is your responsibility to ensure any legislative and compliance requirements are met and to provide such requirements upon request to enable us to effect the processing of contribution batch data to Choice funds.

12.9 You consent for us to contact and liaise, in writing or otherwise, with third parties or other persons (e.g. regulated superannuation funds) in relation to your participation in the Super Clearing Service, including to facilitate superannuation contributions and investigate why a contribution batch has not been processed correctly and to instruct third parties and other persons to resolve any errors identified.

12.10 You need to be aware that the information you, your officers and other employer delegates provide through EasyTransact, including, but not limited to information regarding member details such as date of birth and membership categories, will be relied on as accurate. In the event that incorrect information is supplied, it may have adverse implications for you and/or your employees, including potential adverse financial consequences\*. For this reason, it is important that the Trustee is notified immediately of any changes to or errors in this information, including but not limited to, when members leave your employment.

\* The potential adverse implications for members of incorrect information may, among other things include:

- a. contributions to the member's superannuation Choice fund and account being invested into the incorrect investment options, and
- b. compromising the member's ability to claim insurance benefits in the future.

## **OUR LIABILITY**

- 13.1 We will not be liable for any loss or damage caused in the proper performance of the services offered through the EasyTransact or the Super Clearing Service as set out in this PDS, including as a result of:
- i. any technical or service difficulties with EasyTransact or the Super Clearing Service (including delays in processing) which are outside of our control
  - ii. any problems caused to any computer, associated equipment, software or data as

a result of using EasyTransact or the Super Clearing Service

- iii. the failure of EasyTransact or the Super Clearing Service either in whole or part
  - iv. matters arising from data corruption, breaches of data or password security, defects in transmission, or viruses
  - v. any losses caused to you, your employees or agents arising directly or indirectly from using EasyTransact or the Super Clearing Service.
- 13.2** We will not be liable to you or your employees or any other party if for any reason a contribution is not paid by a date required by law. This may occur due to a number of reasons. You acknowledge that we will not be responsible for any delays that may occur in accepting or processing contribution batch data where:
- i. there is a public or bank holiday in New South Wales on the day you authorise a contribution batch
  - ii. you authorise a contribution batch after the cut-off time on a business day
  - iii. your payments do not match the amount payable, including any fees owing
  - iv. the contribution batch contains errors or
  - v. an employer initiated direct debit is dishonoured or returned.
- 13.3** Except for our own negligent act or omission, we will not be liable for any loss, expense or charge incurred by you or your employees in connection with your ongoing use of EasyTransact or the Super Clearing Service, including errors beyond our reasonable control.
- 13.4** We will not be liable and you indemnify us for any loss or expenses incurred by any party as a result of a breach of any applicable superannuation, tax, industrial relations or other legislation applicable to the payment to us, or information supplied, or omitted to be supplied by you.
- 13.5** You agree to indemnify us for any breach of law or loss resulting from compliance with any request, notice or consent given by you (whether in writing or orally), which is reasonably believed by us to be lawfully provided by you or your agent, and which otherwise complies with the terms and conditions as set out in this PDS.

## OTHER IMPORTANT INFORMATION

### PRIVACY

Your personal information will be handled by OnePath Custodians, as issuer of this product, ANZ, as alliance partner of IOOF Holdings Limited (IOOF), who wholly owns OnePath Custodians, and One Path Life, as group life insurer. Please read the information contained in this section carefully, as it describes how each of these parties will handle your personal information. In this section, any reference to your personal information includes any health or other sensitive information that OnePath Custodians, ANZ or OnePath Life may hold about you. Any or all of these parties may send you information on their products and services from time to time. If you do not wish to receive this information from any or all of these parties, please ensure you follow the separate opt out processes for the relevant party specified below.

### ONEPATH CUSTODIANS PRIVACY STATEMENT

OnePath Custodians, as issuer of this product, will collect your personal information when you deal with it, its agents, its related bodies corporate, including other members of the IOOF Group, alliance partners, or suppliers acting on OnePath Custodians' behalf.

OnePath Custodians uses your personal information to issue and administer our products and services. If you do not provide us with your personal information, we may not be able to issue this product to you and/or administer your account.

OnePath Custodians may disclose your personal information to related bodies corporate, relevant group life insurers, such as OnePath Life, and organisations, including those in an alliance with us, to distribute, manage and administer our products and services, carry out business functions, undertake analytics activities and as set out in OnePath Custodians' privacy policy.

OnePath Custodians may also use and disclose your personal information to send you information on its products and services from time to time. OnePath Custodians may also disclose your personal information to its related companies, relevant group life insurers, such as OnePath Life and organisations, including those who are in an alliance with it, to enable those organisations to send you information about

their products and services. You can opt out of OnePath Custodians using and disclosing your information for this purpose at any time by calling Customer Services on 133 665.

OnePath Custodians may also send your personal information overseas, as set out in OnePath Custodians' privacy policy. OnePath Custodians' privacy policy, available at [onepath.com.au/superandinvestments/privacy-policy](http://onepath.com.au/superandinvestments/privacy-policy), sets out how (i) you can access and/or correct your personal information; (ii) you can make a privacy complaint; and (iii) OnePath deals with any privacy complaints.

## ANZ PRIVACY STATEMENT

ANZ is committed to ensuring the confidentiality and security of your personal information. As an alliance partner of IOOF, ANZ will collect your personal information when you deal with it, its agents, or its related bodies corporate, issuers, insurers and distributors of this product, or suppliers acting on ANZ's behalf. ANZ may use your personal information for the purposes of carrying out business functions, undertaking analytics activities and as otherwise set out in ANZ's privacy policy available at [anz.com/privacy](http://anz.com/privacy).

ANZ may disclose your personal information to certain third parties, including OnePath Custodians (as issuer of this product), OnePath Life (as general life insurer), ANZ's related companies, organisations, including those in an alliance with us, to distribute, manage and administer our products and services, carry out business functions, undertake analytics activities and as otherwise set out in the ANZ Privacy Policy.

ANZ may send you information about its products and services from time to time. ANZ may also disclose your personal information to its related companies or alliance partners to enable them or ANZ to tell you about a product or service. You can opt out of ANZ using and disclosing your information for this purpose at any time by contacting ANZ Customer Services on 13 13 14.

Sometimes ANZ discloses your personal information overseas. The location varies, but includes the Philippines, India, Ireland, the UK, the USA, China and countries within the European Union.

ANZ's privacy policy, available at [anz.com/privacy](http://anz.com/privacy), sets out how (i) you can access and/or correct your personal information; (ii) you can make a privacy complaint; and (iii) ANZ deals with any privacy complaints.

## TERMINATING YOUR ACCESS TO EASYTRANSACTION AND THE SUPER CLEARING SERVICE

You can cancel your access to EasyTransact and the Super Clearing Service at any time by advising us in writing.

We will complete any instructions we hold at the time of your cancellation, including transferring money to your employer plan or to Choice funds.

We can also revoke access to EasyTransact and the Super Clearing Service without notice if you breach these terms and conditions. In all other circumstances, we will provide you with 30 days' prior notice before revoking your access.

## ENQUIRIES AND COMPLAINTS

We value your feedback and we're committed to resolving any concerns you may have. We will do our best to resolve your concerns genuinely, promptly, fairly and consistently, and keep you informed of the progress. If you are not satisfied with the response to your complaint or feedback, your concerns will be escalated to our Complaints Resolution Centre.

Phone 13 12 87

Email [superfeedback@onepath.com.au](mailto:superfeedback@onepath.com.au)

In Writing OnePath Custodians Pty Limited  
GPO Box 5107, Sydney NSW 2001

## Further Help – the Australian Financial Complaints Authority (AFCA)

You have the option to lodge a complaint with AFCA directly rather than lodging a complaint with us. You can also lodge a complaint with AFCA if you are not satisfied with our response or if your complaint has not been resolved within the maximum timeframe prescribed by RG165. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website [afca.org.au](http://afca.org.au)

Email [info@afca.org.au](mailto:info@afca.org.au)

Phone 1800 931 678 (free call)

In writing Australian Financial  
Complaints Authority  
GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

## DEFINITIONS

In this PDS the following definitions apply, unless otherwise stated:

### **Authorised officer**

Any employee or agent authorised by you to access EasyTransact.

### **Biller Code**

The number provided to you online after each contribution. You will need to quote this number to your financial institution when transacting with BPAY.

### **BPAY**

A feature of phone and internet banking used to pay regular bills. Your business does not need to register with a Biller Code. OnePath has already been allocated unique Biller Codes. Please ensure you contact your financial institution to confirm if your account can use the BPAY function.

### **Business day**

A day that is not a Saturday, Sunday, bank or public holiday in New South Wales.

### **Choice Clearing Agency**

The agency we have chosen to distribute contribution monies and details accordingly to Choice funds. This service is provided by SuperChoice Services Pty Limited (ABN 78 109 509 739), Authorised Representative of Payclear Services Pty Limited (ABN 93 124 852 320, AFSL 314357). We reserve the right to change the Choice Clearing Agency used by the Super Clearing Service.

### **Choice fund**

A superannuation fund (other than your employer plan) that has been chosen by an employee under Choice of Superannuation Fund rules.

### **Clearing Service Bank Account**

The account where your payments destined for Choice funds are temporarily held.

### **Contribution batch**

A data file prepared using EasyTransact.

### **Customer Reference Number (CRN)**

The reference number provided to you by us which is required when you make a BPAY payment. This number is specific to your employer super plan.

### **Cut-off time**

The time beyond which payments/transfers will no longer be accepted for that business day. This time is set by your financial institution.

### **EFT**

Electronic Funds Transfer.

### **EasyTransact**

OnePath's internet-based electronic superannuation administration and contribution processing facility.

### **Financial institution**

The financial institution holding the bank account nominated by you for the purposes of EasyTransact.

### **Member(s)**

Member(s) of an employer super product.

### **Oasis Asset Management Limited**

Oasis Asset Management Limited is the administrator of the Super Clearing Service offered via EasyTransact and provides these services to OnePath Custodians Pty Limited.

### **Password**

The code provided to you by us used in conjunction with your user ID.

### **Settlement Bank Account**

The account where direct credit payments for both plan contributions and contributions to all Choice funds are temporarily held until reconciled to a contribution batch.

### **Superannuation guarantee (SG) contribution charge**

A charge incurred by employers who fail to make the required superannuation guarantee contributions required by law.

### **Superannuation guarantee (SG) contributions**

The superannuation contributions an employer is required to pay by law on behalf of all eligible employees.

### **User ID**

The identification code provided to you by us which, when combined with your password, enables you to access EasyTransact.


### **You**

A participating employer of the employer product enrolled as an EasyTransact user.

## Employer Services

 13 47 43 weekdays between 8.30am and 6.00pm (AEST)

 [employersuper@anz.com](mailto:employersuper@anz.com)

 [anz.com/corporate/insurance-superannuation/employer-superannuation/easytransact/](https://anz.com/corporate/insurance-superannuation/employer-superannuation/easytransact/)