

WRKR SMSF HUB TERMS AND CONDITIONS

Last Update: SEPTEMBER 2021

Welcome to the Wrkr SMSF Hub (Platform), a platform owned and operated by ClickSuper Pty Ltd (ABN 48 122 693 985) (ClickSuper, we, us, our) which enables you to receive and send Superannuation Transaction Messages initiated via the Superannuation Transaction Network from a Gateway Operator that has subscribed to the Superannuation Standards for Gateway Operators. These terms and conditions (Terms) govern your access to, and use of, the Platform, please read them carefully.

1. Acknowledgement and acceptance of terms and conditions

- 1.1. Before registering to use the Wrkr SMSF Hub (the Service), please read through these Terms and Conditions. Access and use of the Service will be provided to you on these Terms and Conditions. By accepting these Terms and Conditions during the registration process, you agree to be bound to these Terms and Conditions
- 1.2. We reserve the right to amend these Terms at any time. When we make changes to these Terms, we will post the revised Terms on www.clicksuper.com.au and wrkr.com.au and update the Last Updated date above. Your registration to a Subscription after this date indicates your acceptance of the changes, subject to the remainder of this clause. Any amendments made in accordance with this clause will only apply to future Subscriptions signed up to by you and the Terms that were in place at the time you registered a Subscription will apply to that Subscription for the duration of the applicable Subscription Term.
- 1.3. We reserve the right to refuse to give access to the Platform and/or to give a subscription to any entity or person.
- 1.4. I acknowledge that ClickSuper Pty Ltd, through the use of Wrkr SMSF Hub, is not providing an agent service and is not responsible for the preparation of any taxation, superannuation or other related documents on behalf of my business/entity. It can, however, submit transmissions (e.g. lodgements and prefill) through the SBR channel that my business/entity chooses to make through the Wrkr SMSF Hub.

2. Service

- 2.1. The Service enables you to receive Superannuation Transaction Messages initiated via the Superannuation Transaction Network from a Gateway Operator that has subscribed to the Superannuation Data and Gateway Services Standards for Gateway Operators transacting with the Superannuation Transaction Network version 5.0 dated 20 July 2020 as amended from time to time (“the Standards”).

- 2.2. To receive Contribution Messages via the Service, you agree that you must inform all relevant employers and/or advisors about your Subscription to the Service and any other information they require to ensure they are in a position to send you Messages via the Service. You acknowledge that delivery of the Service is conditional on you satisfying this subclause 2.2.
- 2.3. To initiate or receive Rollover and Authority Release Messages via the Service, you agree that you must inform the ATO about your Subscription to the Service (Nominate Electronic Service Address) and any other information they require to ensure they are in a position to send and receive from you messages via the Service. You acknowledge the delivery of the Service is conditional on your satisfying this sub clause 2.3.

3. Account and Conditions of access

- 3.1. You need to register to be able to use the Service and provide any necessary information that we request during your account set-up process. It is your sole responsibility to ensure that such information is true and accurate. We are not liable or responsible for any incorrect information provided by you.
- 3.2. Your access to, and use of, the Platform, is conditional upon you satisfying each of the below requirements. You warrant and represent that, at the time you register and you click to accept these Terms and for the entire duration of your Subscription Term, you satisfy each of the below requirements:
 - a) You must be a trustee of a self-managed superannuation fund who is required by the Superannuation Data and Payment Standards to receive contributions from employers from 1 July 2014.
 - b) To receive Messages via the Platform, you must inform all relevant Accountants, Advisors, Administrators and employers about your Subscription to the Platform and any other information they require to ensure they are in a position to send you Messages via the Platform.
 - c) To initiate or receive Messages via the Platform, you must inform the ATO of your nominated Electronic Service Address and any other information they require to ensure they are in a position to send and receive from you Messages via the Platform.
- 3.3. Your nominated user(s) who is/are granted access to the Service must be an individual with a valid email address and be authorised to act on your behalf (your Nominated User/s)
- 3.4. You are solely responsible for:

- a) ensuring your Nominated User/s is/are authorised to act on your behalf and that they do not share, publish or otherwise make available to any third party their Account information;
 - b) all activity and transactions on your Account, including any unauthorised access by third parties;
 - c) maintaining the confidentiality and security of your Account and notifying ClickSuper immediately of any unauthorised use;
 - d) using all reasonable endeavours to prevent any unauthorised access to or use of your Account; and
 - e) protecting Your Data, including backing-up, and ensuring the security of, Your Data, taking appropriate measures to protect Your Data from accidental, unlawful or unauthorised access, use or disclosure.
- 3.5. You will contact ClickSuper immediately if you believe an unauthorised third party:
- 3.6. may be using your Account; or
- 3.7. if your Account login information is lost or stolen.

4. Suspension and Termination

- 4.1. You may terminate future renewals of your Subscription by submitting a written request to support@wrkr.com.au. Termination of your access to the Service will be effective within a reasonable period of your request after your current Subscription has expired.
- 4.2. We are entitled to terminate your Subscription with immediate effect where you:
- a) breach any of your obligations under these Terms and such breach is either not capable of remedy or you fail to remedy such breach within 14 days of receiving written notice of the breach;
 - b) become insolvent or enters into liquidation; or
 - c) are subject to any investigation by any Regulatory Authority; or
 - d) breach any applicable Laws or regulations.
- 4.3. We are also entitled to terminate your Subscription with immediate effect where we are required to do so under any applicable Laws and/or by any Regulatory Authority.

4.4. Upon termination of your Subscription:

- a) ClickSuper will deactivate your Account and access to the Platform;
- b) you must immediately cease using the Platform and any applicable ClickSuper IP;
- c) make alternate arrangements with Providers for the subsequent delivery of Messages;
- d) we will:
 - i) make available to you for download a file of Your Data, after which we will have no obligation to maintain or provide any of Your Data;
 - ii) to the extent permitted by law and to the extent practicable, delete all of Your Data in our possession or under our control within.

4.5. Termination will not prejudice any rights and obligations of the parties arising or existing up to the effective date of termination, or any related remedies of the parties.

5. Platform limitations and maintenance

5.1. You acknowledge that the public internet is an inherently insecure environment and that ClickSuper has no control over the privacy of any communications or the security of any data outside of ClickSuper internal systems.

5.2. ClickSuper does not:

- a) guarantee the Platform will be continuous, uninterrupted or fault free including due to the nature of the Platform's and reliance on third party networks (as applicable);
- b) accept responsibility or liability for any loss, including Consequential Loss, suffered by you or any third party arising from any unavailability of the Platform for any reason

5.3. If you are unable to access the Platform on a regular basis or for an extended period of time, it is your responsibility to make alternate arrangements.

5.4. In respect of Messages, to the extent permitted by law:

- a) ClickSuper does not assume any responsibility or liability in respect of, and as no control over, the content of Messages sent via the Platform;

- b) if you disagree with the content of any Message, you are responsible for raising your objections with the Provider;
 - c) you are responsible for ensuring Messages sent to you via the Platform are read and acted upon as required.
- 5.5. We may suspend access to, or functionality on, the Platform from time to time to implement, configure, install and maintain any and all updates, upgrades, enhancements, releases, corrections, bug fixes, patches and modifications to the Platform (in our discretion). We will use reasonable efforts to notify you of any Update that may interrupt the Platform.

6. Your Data

- 6.1. You are responsible for maintaining the accuracy and integrity of Your Data at all times and for making backup copies of Your Data and for archiving Your Data.
- 6.2. You must not upload, submit, post or display any Your Data to the Platform that:
- a) you do not have the necessary rights, permissions, or consents for;
 - b) is objectionable, offensive, unlawful, defamatory, deceptive or harmful; and/or
 - c) is illegal or fraudulent.
- 6.3. You warrant you have the rights to use Your Data and you take full responsibility for Your Data.
- 6.4. You acknowledge and agree that from time to time, we may monitor your use of the Platform; and/or access the Platform and Your Data to:
- a) determine whether you are complying with your obligations under this Agreement;
 - b) remove any Your Data we reasonably believe has been entered onto the Platform in breach of these Terms, any applicable laws and/or requirements of a Regulatory Authority; or
 - c) upgrade, repair or maintain the Platform in accordance with clause 5.
- 6.5. You acknowledge and agree:
- a) we may collect aggregated information about how you use the Platform; and

- b) we may automatically store in log files, including IP addresses, browser type and language, Internet service provider (ISP), referring and exit websites and applications, operating system, date/time stamp, and clickstream data to analyse trends, to administer the Platform, to generally improve the Platform and for marketing purposes.
- 6.6. We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data.
- 6.7. The Customer grants to ClickSuper a royalty-free, non-exclusive licence during the Subscription Term, to use Your Data to the extent necessary to perform its obligations under these terms; and in perpetuity, to use non-Confidential Information to improve the Platform. A non-exclusive, worldwide, royalty free, assignable, perpetual and irrevocable licence to copy, use and analyse Your data for any purpose, including for ClickSuper's business and for benchmarking and analytics to improve and understand product usage and customer needs, provided such output will not contain any Personal Information or Customer identifying information.

7. Your obligations

- 7.1. 7.1. You must comply with, and ensure all your Nominated Users comply with, all applicable laws, codes and regulations, any applicable requirements of a Regulatory Authority, these Terms, and ClickSuper's reasonable directions.
- 7.2. You are solely responsible for:
- a) ensuring that your connection to the Platform is secure;
 - b) providing, installing and maintaining, at your own expense (including data charges) all equipment and facilities necessary to enable you to access and use the Platform.
- 7.3. You must not:
- a) copy, modify, decompile, or disassemble the Platform and/or create derivative works of the Platform;
 - b) distribute, transfer, sublicense, lease, lend, or rent the Platform to any third party;
 - c) do anything that would prejudice our right, title or interest in the Platform. create any derivative works based on the Platform;
 - d) use the Platform for any activity of an illegal or fraudulent nature, or in breach of any law, code or regulation and/or requirement of a Regulatory Authority;

- e) distribute viruses, corrupt files, or any other similar software or programs that may damage the operation of any computer hardware or software, including the Platform;
- f) allow, permit or enable any unauthorised use of the Platform;
- g) engage in conduct which, in ClickSuper's opinion, could be reasonably expected to adversely affect ClickSuper's reputation or result in a liability to ClickSuper.

8. Warranties

- 8.1. Each party represents and warrants to the other that:
 - a) it has the corporate power to enter into and perform its obligations under these Terms and to carry out the transactions contemplated by these Terms; and
 - b) there are no pre-existing rights or obligations which would prevent it from complying with its obligations under these Terms.

9. Your Indemnity

- 9.1. You agree to indemnify ClickSuper and our directors, officers, employees, affiliates, agents, contractors, principals, or licensors and to be responsible for Loss incurred by ClickSuper as a result of:
 - a) your breach of these Terms, any applicable laws, codes or regulations and/or any applicable requirements of a Regulatory Authority;
 - b) our enforcement this agreement; and/or
 - c) your use (or misuse) of the Platform;
 - d) any negligent act or omission by you;
 - e) any fraudulent act or omission by you;
 - f) any infringement of Intellectual Property Rights by you; and/or
 - g) third party claims arising out of or in connection with any of the items set out above.

10. Limitation of liability

10.1. Nothing in this clause is intended to limit your rights under any applicable laws, including the Australian Consumer Law.

10.2. You acknowledge and agree that, to the extent permitted by law:

- a) you are solely responsible for determining whether the Platform is suitable for your needs and use of the Platform is at your sole risk; and
- b) your use of the Platform does not guarantee compliance with any applicable laws, regulations or other requirements including those of Regulatory Authority and such compliance remains your sole responsibility.

10.3. To the fullest extent permitted by law (and without limiting to clause 10.4):

- a) ClickSuper excludes all warranties (except for those expressly set out in these Terms) and representations in whatever form, relating to the Platform, including any warranties or representations relating to quality, accuracy, integration, merchantability, conformity with specifications, reliability, functionality, performance, fitness for use or the security and operation of the Platform, including that the Platform will produce any particular outcomes for you and/or that it will be bug, virus or error free; and
- b) In no case will ClickSuper, its directors, officers, employees, affiliates, agents, contractors, principals, or licensors be liable, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise, for any direct Loss, Consequential Loss, and/or indirect, incidental, punitive or special Losses of any kind (including loss of profit, loss of revenue, business interruption or a security breach) arising out of or in connection with your use of the Platform and/or otherwise in connection with these Terms; or
- c) where our liability cannot be excluded in accordance with clause 10.3(b), our aggregate liability in connection with these Terms whether in contract, tort (including negligence), statute or otherwise will not exceed an amount equal to the fees paid by you to us in the 12 months immediately preceding the claim giving rise to such liability.

10.4. If any supply by ClickSuper pursuant to these Terms comprises a supply to a 'consumer' as defined in the Australian Consumer Law, then nothing contained in these Terms restricts or modifies guarantee, right or remedy which pursuant to the Australian Consumer Law applies to these Terms or is conferred on you, provided that to the extent that the Australian Consumer Law permits ClickSuper to limit its liability for breach of

guarantee imposed by the Australian Consumer Law, then to the extent permitted by the Australian Consumer Law, ClickSuper's liability for such breach is limited to:

- a) in the case of services any cost of the following as determined by ClickSuper:
- b) the supplying of the services again; or
- c) the payment of the cost of having the services supplied again.

11. Third party products and services

11.1. We may use third party products or services in supplying you the Platform (including incorporating such products and services into the Platform) (Third Party Products).

11.2. You acknowledge that:

- a) your use of, and access to, the Third Party Products may be subject to separate terms and conditions issued by the Third Party Supplier of those products and/or services from time to time, which will form a separate agreement between you and the relevant Third Party Supplier;
- b) we make no representations or warranties (including regarding accuracy, integrity or quality) in relation to, and do not accept liability for, any Third Party Products and/or Third Party Services;
- c) we do not endorse or recommend and are not responsible for examining or evaluating the content of any Third Party Products and/or Third Party Services; and
- d) we may suspend your use of, or access to, the Third Party Products and/or Third Party Services without notice or liability to you.

12. Privacy

12.1. Your use of the Platform may involve the transmission to us of certain Personal Information (as that term is commonly defined under privacy laws and regulations). Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy, (that you can access at www.clicksuper.com.au and wrkr.com.au), which is incorporated into, and forms part of, these Terms.

12.2. You must comply with all applicable Privacy Laws, including obtaining all necessary consents in relation to the use, disclosure, storage and processing of any Personal Information on the Platform.

12.3. To the extent that we receive, collect and retain Personal Information in providing the Platform, we will (and will ensure that our personnel) comply with applicable Privacy Laws.

12.4. You acknowledge and agree that ClickSuper may store or transfer Personal Information or any information it obtains from your use of the Platform to a location outside of Australia.

13. Confidentiality

13.1. Both parties must keep all Confidential Information confidential and use such information for the sole purpose of performing the obligations under these Terms.

13.2. Neither party may use or disclose the Confidential Information except:

- a) for the reasonable purposes of fulfilling the party's obligations under these Terms or as otherwise permitted by these Terms;
- b) to that party's employees or advisers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by these Terms;
- c) as required by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required; or
- d) with the other party's prior written consent.

14. Intellectual Property Rights

14.1. Nothing in these Terms transfers ownership of any Pre-Existing IP to the other party or any other person.

14.2. You acknowledge and agree that ClickSuper owns all rights (including Intellectual Property Rights), title and interests in and to the Platform (including any source code, translations, compilations, partial copies and derivative works), as well as any accompanying materials or documentation and/or any variations, modifications, adaptations, developments and/or derivatives of the Platform and/or any accompanying materials or documentation, including that are created by and/or for you in connection with the use of the Platform, but excluding Your Data (ClickSuper IP).

14.3. You own all rights (including Intellectual Property Rights), title and interests in and to Your Data and you are solely responsible for the integrity, accuracy and quality of Your Data and the means by which you acquire Your Data.

- 14.4. You consent to ClickSuper naming you as a client and reproducing its business name and logos for marketing and publicity purposes.
- 14.5. ClickSuper grants to you a non-exclusive and non-transferable licence to access and use:
 - a) the Platform; and
 - b) any ClickSuper IP that ClickSuper grants you access to / provides to you, as is necessary to obtain the benefit of the Platform,for the duration of your Subscription Term in accordance with these Terms.

15. Notices

- 15.1. A notice or other communication under these Terms is only effective if it is in writing and it is received in full and legible form at the addressee's email address.
- 15.2. You must send any notices or other communication to us under these Terms to support@wrkr.com.au
- 15.3. A notice will be deemed to be received the earlier of when the sender receives an automated message confirming delivery or within 24 hours after the message has been sent (as recorded on the device from which the sender sent the message), unless the sender receives an automated message that the email has not been delivered.

16. General

- 16.1. If a Force Majeure Event occurs, the affected party must notify the other party and the obligations of the party will be suspended to the extent that they are affected by the relevant Force Majeure Event until that Force Majeure Event has ceased.
- 16.2. Nothing in these Terms will be taken as giving rise to a relationship of employment, agency, partnership or joint venture. Except as otherwise provided in these Terms, the parties acknowledge and agree that neither party will have any authority to bind the other party or to enter into an agreement in the name of the other party.
- 16.3. We may assign or subcontract any of our rights or obligations in performing the Platform under these Terms at any time without your prior written consent.
- 16.4. This agreement contains the entire understanding between the parties concerning the subject matter of the agreement and supersedes all prior communications.

- 16.5. The failure of either party to enforce any provisions under these Terms will not waive the right of such party thereafter to enforce any such provisions.
- 16.6. If any term or provision of these Terms is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from these Terms and the remaining terms and conditions will be unaffected.
- 16.7. Any warranty, indemnity, or obligation of confidentiality in these Terms will survive termination. Any other term which by its nature is intended to survive termination of these Terms survives termination of these Terms.
- 16.8. This agreement is governed by, and construed in accordance with, the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

17. Defined Terms and Interpretation

- 17.1. Defined terms have the meaning given to them throughout these Terms and/or as follows.

ATO means the Australian Taxation Office.

Confidential Information of a party means the confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) of that party (disclosing party) which is disclosed to, or learnt by or accessed by the other party (receiving party), including information which:

- a) is identified by the disclosing party as confidential or the receiving party ought to have been known to be confidential; and
- b) relates to the business affairs and practices, including financial information, business opportunities, business plans, business processes and methodologies of the disclosing party,

but does not include information:

- c) which is in, or comes into, the public domain other than by the receiving party's breach of these Terms;
- d) which is independently known to, or developed by, the receiving party as evidenced by the receiving party's written records; or

- e) is or was made available to the receiving party by a person (other than the disclosing party) who is not, or was not, under an obligation of confidence to the disclosing party.

Consequential Loss means any loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the loss.

Force Majeure Event means any act, event or cause including earthquakes, cyclones, floods, fires, lightening, storms or other acts of God, third party network, server and/or power outages, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority, which:

- a) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under these Terms; and
- b) is beyond the reasonable control of that party.

Gateway Operator has the same meaning as under Superannuation Standards for Gateway Operators.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

Message means a message relating to a Superannuation Transaction.

Personal Information has the meaning given to it (and/or personal data) in any applicable Privacy Laws.

Privacy Laws means the Privacy Act 1988 (Cth), as amended or replaced from time to time, or such similar laws relating to the collection of Personal Information as may be applicable in the jurisdiction where the Personal Information is collected.

Privacy Policy means the ClickSuper privacy policy as amended from time to time which can be accessed at www.clicksuper.com.au.

Provider means an employer that sends Messages to self-managed superannuation funds via the Platform.

17.2. **Regulatory Authority** means any governmental authority, agency or entity involved in granting regulatory approval of, or otherwise regulating any aspect of the obligations and/or activities of a party under these Terms, including the ATO.

Rollover has the same meaning given to it under the Superannuation Standards for Gateway Operators.

Superannuation Data and Payment Standards means the Superannuation Data and Payment Standards 2012 as amended from time to time.

Superannuation Standards for Gateway Operators means the Superannuation Data and Gateway Services Standards for Gateway Operators transacting with the Superannuation Transaction Network version 5.0 dated 20 July 2020 as amended from time to time.

Superannuation Transaction has the same meaning given to it under the Superannuation Standards for Gateway Operators.

Superannuation Transaction Network has the same meaning given to it under the Superannuation Standards for Gateway Operators.

Third Party Product has the meaning given to that term in clause 11.

Third Party Supplier means a supplier who supplies Third Party Products (other than us).

Your Data means information contained in Messages, information or data you enter into the Platform and the results of processing such information as part of your use of Platform.

17.3. In these Terms unless the context otherwise requires:

- a) clause and subclause headings are for reference purposes only;
- b) the singular includes the plural and vice versa;
- c) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- d) references to statutes include all statutes amending, consolidating or replacing such statutes;
- e) \$ means the lawful currency of Australia;

- f) any reference to a party to this document includes its successors and permitted assigns;
- g) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it; and
- h) a reference to a clause or Schedule is a reference to a clause of, or a schedule of these Terms.