

## **ESSSuper Members Online – Terms and Conditions of Use**

*Effective from 10 December 2015*

These Terms and Conditions of Use apply to the use of this website. By using this website, you agree to be bound by these terms and conditions, Privacy Policy and Privacy Collection Statement. If you are redirected to a page on the ESSSuper website when using Members Online you will also be subject to the terms and conditions of the ESSSuper website. If you wish to access certain tools or functions on our website (such as calculators and videos), you may be required to accept additional terms and conditions of use. If you do not agree with these terms and conditions you must immediately cease to use Members Online.

1. ESSSuper is established under the laws of the State of Victoria (including the *Emergency Services Superannuation Act 1986*, the *State Superannuation Act 1988*, the *State Employees Retirement Benefits Act 1979* and the *Transport Superannuation Act 1988*). This website is not a substitute for these laws or Acts, which are the final authority when determining the calculation and payment of members' benefits.
2. The information contained on this website is of a general nature and is intended as a guide only. It is not intended to be personal investment or financial advice. The information provided does not take into account your personal investment objectives or financial situation. Before making financial or investment decisions, you should consult an independent licensed adviser and any relevant product disclosure statements, to ascertain whether the information provided on this website is appropriate for you.
3. While care has been taken in relation to the accuracy and reliability of the information provided on this website, to the extent permitted by law, ESSSuper and its directors, employees and agents do not make any representations or warranties that the information provided is reliable, accurate or complete and do not accept any responsibility in any way (including by reason of negligence) for errors in, or omissions from, the material available on this website and do not accept liability for any loss or damage, however caused, as a result of any person relying on any such material.
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5. You consent to ESSSuper using your Tax File Number (TFN) to locate your superannuation by conducting regular searches of the facility provided by the Australian Tax Office (ATO). Any results will be communicated to you via email. You understand that ESSSuper will continue to do this until you revoke your consent. You can revoke your consent at any time by contacting ESSSuper.

6. By using this website, you are authorising ESSSuper to send communications such as statement notifications, confirmation of transactions, notice of events and changes required by law to be given to you via your Member Online Inbox. You acknowledge that you will receive notification of such ESSSuper communications via the email address you have used to register for Members Online. If you would prefer to receive paper copies of ESSSuper communications rather than via your Member Online Inbox, you can opt-out by notifying ESSSuper at any time. ESSSuper reserves the right to send you communications to your mailing address where it considers appropriate to do so.

7. This website may contain links to other websites ("linked websites"). Those links are provided for convenience only and may not remain current or be maintained. ESSSuper is not responsible for the content or privacy practices associated with linked websites. Links to other websites should not be construed as an endorsement, approval or recommendation by ESSSuper of the owners or operators of those websites, or of any information, graphics, materials, products or services referred to or contained on those websites, unless and to the extent stipulated to the contrary.

8. ESSSuper will endeavour to ensure that your information remains confidential. You must take all reasonable precautions to safeguard your Password and not disclose or allow the Password to be disclosed to any third party. You must notify ESSSuper immediately if any unauthorised use of your Password has occurred or if you suspect that any third party knows your Password. You agree to provide all us with all assistance we require in investigating the unauthorised use. Further, you acknowledge that:

- We reserve the right to reset your Password and take such other action we consider reasonably necessary in order to protect the security of your account;
- The Board and its directors, officers and employees will not be liable for any loss or damage arising in connection with any actions that appear to have been given by you that occurred prior to you notifying us that your Password may have been compromised, unless we are aware of a fault in the operation of Members Online or an action by us has caused an action to incorrectly appear to have been given by you.

9. You must not use this website in a manner that breaches, or is likely to breach, any law or relevant code of conduct, or in a way that infringes any person's rights, including any conduct that would require ESSSuper or any of its employees or agents to remedy any loss or damage occasioned by such activity.

10. You must not use this website in a manner that defames, harasses, unlawfully offends or harms any person.

11. Your account information which appears on Members Online is updated on a regular basis. However, it is possible that the information displayed may not accurately reflect the actual status of your account or benefit entitlements.

12. ESSSuper reserves the right to restrict, suspend or terminate your access to the website or any of its features or part thereof at any time. This may include when your membership of the Emergency Services Superannuation Scheme is no longer active or where ESSSuper has been notified of cessation of your employment.

13. These Terms and Conditions of Use can be modified at any time by ESSSuper and you agree to continue to be bound by these terms and conditions as modified. ESSSuper will give you notice of these changes by publishing revised terms and conditions on this website.

14. These Terms and Conditions of Use are governed by the law in force in the State of Victoria, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria for determining any dispute concerning the terms and conditions.