



Level 20, 333 Ann Street,
Brisbane QLD 4000
Postal address GPO Box 264,
Brisbane QLD 4001
Phone 1800 444 396

Email info@brightersuper.com.au
Web brightersuper.com.au

Adviser Online: terms and conditions

These terms and conditions (**Terms**) apply to Adviser Online and your use of it. Please read these Terms carefully before using or accessing Adviser Online. By registering for, using or accessing Adviser Online, you agree to these Terms. If you do not accept these Terms, you are required to cease use or access to Adviser Online immediately.

Use of Adviser Online

1. Brighter Super is not liable for any claim, loss, damage or cost arising, directly or indirectly, as a result of your use of, access to, or reliance upon any information contained on or accessed through, Adviser Online.
2. Adviser Online allows a Listed Adviser to access information regarding their client(s), who are members of Brighter Super and have given authority for the Adviser to be listed as their Listed Adviser. By accessing Adviser Online, you agree that:
 - a. you are properly authorised to access the Member Information; and
 - b. you will notify Brighter Super immediately by contacting us on **1800 444 396** if you have been provided access to any Brighter Super Member Information that you do not hold valid authorisation to access.
3. You must:
 - a. ensure at all times that you do not, by any act or omission, allow any person other than yourself to access Member Information or effect any transactions relating to a Member on Adviser Online;
 - b. take all necessary steps to ensure that any and all Member Information you hold or control on Adviser Online is protected against misuse and loss, and from unauthorized access, modification and disclosure;
 - c. comply with the *Privacy Act 1988* (Cth) and the Brighter Super Privacy Policy (as amended from time to time);
 - d. keep your password secure and not keep your password in any form, encoded or decoded, in a location where it may be copied or used by any other person;
 - e. not give, show or tell your password to anyone, including family, friends, members, third party account aggregators, or support staff;
 - f. exit Adviser Online as soon as you have finished using it, by clicking the 'Log out' button. You should not leave your computer or devices unattended while logged on to Adviser Online.
4. You acknowledge that:
 - a. you understand that your password allows anybody access to personal information contained in Adviser Online. Leaving your computer unattended while logged into Adviser Online may lead to these consequences;
 - b. it is your responsibility to protect your password from becoming known to a third party;
 - c. you authorise Brighter Super, when access to Adviser Online has been gained following the successful entry of your login details and password, to treat any operations involving your usage of Adviser Online as having been personally authorised by you and in accordance with your client's instructions;
 - d. we are under no duty whatsoever to enquire or establish whether a person accessing your account using Adviser Online is a person actually authorised;
 - e. you can be liable for unauthorised actions carried out by unauthorised persons who use your personal login

information; and

- f. you understand that no data transmission over the internet can be guaranteed as totally secure and that, while we will 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 Adviser Online;

5. Adviser Online allows users three (3) attempts to enter their personal login information. After the third failed attempt to enter your personal login information, you will be denied access to Adviser Online. Your account can only be reactivated by clicking on the 'Forgot password' function or by submitting a request to Brighter Super via phone or email.

6. If you become aware of any unauthorised access to, use or disclosure of, or breaches of security (including unauthorised use or disclosure of your password) in relation to, any member information, you must:

- a. immediately notify Brighter Super immediately on **1800 444 396** and provide Brighter Super with all details of the act or breach;
- b. co-operate and comply with all reasonable directions of Brighter Super in relation to such event; and
- c. promptly take all reasonable steps to rectify and remedy such breach where possible.

Liability

7. You are solely responsible for all use of Adviser Online, including your personal login information, information (including Member Information) accessed, transactions made to a Member's account, and any breach of these Terms.

8. You agree to indemnify Brighter Super against all actions, suits, claims, demands, liabilities, costs, expenses, loss, and damage (including legal fees on a full indemnity basis) incurred or suffered by Brighter Super as a direct or indirect consequence of your unauthorised use (or use by any other person using your personal login information) of Adviser Online, your breach of these Terms, your breach of the Terms of Trade, or your breach of any rights of third parties.

9. You will be liable for any changes made to your details, or the distribution of information about a Member's superannuation interest or information, which occur as a result of using your personal login information, including any use you have not approved.

10. We will not be liable for:

- a. reliance by anyone on information obtained through Adviser Online;
- b. any failure by Adviser Online to provide information or perform operations as requested, or any delays;
- c. any loss, damage or disruption to your device or data as a result of using Adviser Online;
- d. indirect, consequential or special loss or damage however caused, including as a result of negligence;
- e. unavailability of Adviser Online; or
- f. any events whatsoever beyond our control.

Undertakings and Cancellation or Suspension of Access

11. You undertake, by accepting these Terms and for so long as you have access to Adviser Online, that you will:

- a. be appropriately authorised to provide the Financial Advice Services to the Member(s);
- b. comply with the Financial Planners and Advisers Code of Ethics 2019;
- c. comply with the Terms of Trade; and
- d. maintain a valid Adviser Registration with Brighter Super until it is cancelled by Brighter Super in accordance with paragraph 12.

12. We may cancel your Adviser Registration if:

- a. you have contacted us and instructed us to cancel your Adviser Registration;
- b. you are no longer listed as a Financial Adviser on ASIC's financial adviser register;
- c. the AFS Licensee's AFS licence is suspended by ASIC;
- d. you breach any of the undertakings provided in paragraph 11; or
- e. we have reasonable grounds to suspect usage of Adviser Online that is fraudulent or is in contravention of the Terms, or there are other security reasons sufficient to require cancellation.

13. Notwithstanding paragraph 12, you acknowledge and agree that Brighter Super may, at any time without prior notice, cancel your Adviser Registration for any reason.

14. We may, at our discretion, cancel or suspend your access to Adviser Online or any function or service

incorporated in Adviser Online at any time.

15. We may, at our discretion, delay or refuse to process your instructions.

16. These Terms and your access to Adviser Online may be terminated by Brighter Super at any time without notice.

17. All disclaimers and limitations of liability by Brighter Super will continue after termination.

Use of Third Party Account Aggregators

18. Account aggregation services allow users to view all of their personal online accounts at one web location, following disclosure of access information to the account aggregator. Brighter Super is not associated with any third party account aggregator.

19. By accepting these Terms, you agree not to disclose your password to any third party (including third party account aggregators).

Processing Transactions

20. Information provided by Adviser Online about a Member's account(s) is normally updated overnight, and based on those transactions Brighter Super has processed and verified.

21. Transactions you request via Adviser Online will be processed in the normal course of business. Brighter Super is not responsible for any delays, errors, inaccuracies, or omissions due to failure in a computer system, or ancillary equipment, or any other circumstances beyond Brighter Super's control.

Problems with Adviser Online

22. If you experience any errors, bugs or issues with Adviser Online, you can contact Brighter Super on **1800 444 396**.

Changes to these conditions

23. These are our current terms and conditions and we reserve the right to change these at any time. If these Terms change at any time, Brighter Super will notify you when you next log in to Adviser Online.

Applicable law

24. You are responsible for ensuring your use of Adviser Online is lawful and does not infringe any third party's rights.

25. The laws of Queensland, Australia govern these conditions and the use of Adviser Online. Any claim relating to the use of Adviser Online will be heard by Queensland Courts. If you choose to access Adviser Online from a location outside Queensland, you do so on your own initiative and are responsible for compliance with applicable local laws.

26. If any portion of these conditions is found by a court to be unenforceable, the remainder of these conditions shall remain in full force and effect.

Definitions

Adviser Online means in relation to Brighter Super Products, the online portal owned and ultimately controlled by Brighter Super and which is made accessible to financial advisers of the AFS Licensee, where the AFS Licensee provides financial advice services to Members, and includes any means of access to Members Account(s).

Adviser Registration means registration with Brighter Super as a financial adviser under an AFS Licensee by completing a 'Adviser registration form' issued and accepted by Brighter Super.

AFS Licensee means the Australian Financial Services Licence holder registered with Brighter Super by completing a 'AFS Licensee registration form' issued by Brighter Super or the 'Dealer Registration Form' issued, at the time, by SPSSL Limited (previously, Suncorp Portfolio Services Limited) (as the case may be).

Brighter Super, we or us means LGIASuper Trustee (ABN 94 085 088 484 AFS Licence No. 230511) as trustee for LGIASuper (ABN 23 053 121 564) trading as Brighter Super.

Listed Adviser means the financial adviser that the Member has nominated to have access to their Brighter Super account.

Member means a person to whom or in respect of whom a benefit is or will be payable from Brighter Super (but does not include a person to whom a benefit is payable consequent upon the death of a Member).

Member Information means any information in relation to a Member (including Personal Information, as that term is defined in the *Privacy Act 1988* (Cth)), including information pertaining to their account with Brighter Super.

Personal login information means any information required to login to Adviser Online, including your email address registered with Brighter Super to access Adviser Online and your Adviser Online password.

Terms of Trade means the terms of trade attached to the 'AFS Licensee registration form' issued by Brighter Super or the 'Dealer Registration Form' issued, at the time, by SPSL Limited (previously, Suncorp Portfolio Services Limited) (as the case may be).

Third party account aggregator means an external organisation, which provides account aggregation services to the public. Account aggregation services allow users to view all of their personal online accounts at one web location, following disclosure of access information to the account aggregator.

If you have any questions regarding Adviser Online or these terms and conditions, please call Brighter Super on **1800 444 396**.