



SUPER GATEWAY

Terms of Use

This Super Gateway is operated by Supervision SMSF for use by Clients of Supervision SMSF and their authorised parties and by using this Super Gateway, you agree to be bound by these Terms of Use ("Terms") set out below.

Description of services

This Super Gateway provides access to information and resources. You must not distribute, modify, transmit or revise the contents of this site or reproduce, copy, or redistribute for commercial purposes any of the materials or design elements on the site without Supervision SMSF's written permission.

General Advice Warning

The contents of this Super Gateway are of a general nature only and does not take into account any particular objectives, financial situation or particular needs. Supervision SMSF does not provide personal advice to clients and any financial products provided in this Super Gateway are not be considered as personal advice or recommendation.

We recommend you consider carefully the relevant Product Disclosure Statement or seek professional advice from a financial adviser before making any decision about whether to acquire the product we.

Passwords

You are responsible for all use of and maintaining the confidentiality of all passwords and information required for access to the Super Gateway AND access to any external linking sites provided in the Super Gateway You will be entirely responsible for any and all activities that occur under the respective accounts. Sharing of passwords and account numbers and information is at your own risk.

Please notify Supervision SMSF immediately of any unauthorised use of your account or any other breach of security you are aware of or suspicious of. Supervision SMSF will not be liable for any loss that may incur as a result of someone else using your password or account, either with or without your knowledge. Additionally, you could be held liable for losses incurred by Supervision SMSF or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

Third Party Access

You must provide authority in writing, including any changes from time to time, detailing authority for any 3rd Parties, including Financial Adviser/Accountants, to access information provided on the Super Gateway. Where such authority is requested a separate access to Super Gateway is provided to that 3rd party, and be similarly bound by these terms of use.

Term

Supervision provides you license to access and use the Super Gateway granted under these Terms of Use and terminate automatically in the event that Supervision SMSF determines that you are no longer a client or authorisation withdrawn from you as a 3rd party. You may request in writing to terminate use and access to the Super Gateway at any time, including the use of any 3rd party you previously may have provided authority to. You may display and print for its own use information received on the basis of a non-transferable, nonexclusive license for the term to access and use the Super Gateway and the software solely to access your information. Where access has been withdrawn you will immediately cease using the Super Gateway.

Supervision SMSF may terminate the access and use of the Super Gateway to you, in the event of a breach by you and has the right to immediately terminate You's Account in the event of any conduct by You which Supervision SMSF in its sole discretion, considers to be unacceptable, or in the event of any breach by You of this Agreement.



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CONTENT

All data, content, information and materials that may be found at and which comprise the Super Gateway, including, but not limited to, customer information, account information, You information, logins and passwords, images, illustrations, graphics, photographs, audio clips, video clips, text, artwork, software or HTML code (collectively "Content") are protected by privacy, confidentiality, trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by Supervision SMSF, its affiliates or third parties who have licensed such materials and content to Supervision SMSF. All trademarks, service marks, names, trade names, trade dress, logos and images are registered and/or common law trademarks and service marks of Supervision SMSF. Use of the Super Gateway in no way grants You any rights or licenses to use such marks, logos, names or trade dress.

Supervision SMSF reserves the right to review materials you may posted or contributed to Super Gateway and to remove any materials in its sole discretion. Supervision SMSF reserves the right to terminate your access to any part of Super Gateway at any time, without notice, for any reason whatsoever. Supervision SMSF reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Supervision SMSF's sole discretion.

Sources of Information on the Super Gateway Site

Information appearing on the site has been gathered from a number of sources, and Supervision SMSF has no control over these sources. You should not assume that the information is complete or error free, or that it will be suitable for the purpose you intend to use it for.

Information submitted to Supervision SMSF

Any communication or material you post or transmit to Supervision SMSF over the Internet is, and will be treated as, non-confidential and non-proprietary. By transmitting or posting any communication or material to this site you agree that subject to our [Privacy Policy](#), Supervision SMSF or any of its affiliates may use your communication as material for any purpose, including reproduction, transmission, publication, broadcast and posting. Furthermore, do not post or transmit any unlawful, threatening, libellous, defamatory, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or violate any law.

Supervision SMSF reserves the right to gather more extensive information than that stated in its Privacy Policy about any attempted access to the site which raises security issues (and, should the need arise, to disclose such information to relevant authorities).

You Details, Data & Engagement of Services

You accept all the terms and agrees to be solely responsible for the accuracy of any and all information provided or submitted on the Super Gateway for use in conjunction with the Super Gateway (the "Data") including any requests by the You or their authorised party for Supervision SMSF to provide services and by way of fees.

Data shall not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, violates the privacy rights of any third party, or contains anything that is obscene, defamatory, harassing, offensive or malicious.

Links to other Sites

Super Gateway site contains links to third party web sites. The linked sites are not under the control of Supervision SMSF, and Supervisions SMSF is not responsible for the contents of any linked site or any link contained in a linked site. Supervision SMSF is providing links only as a convenience, and the inclusion of a link does not imply endorsement of the linked site by the Super Gateway, or their various subsidiaries, affiliates or joint ventures.



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Terms of Use

TERMS OF USE

Restrictions on Use.

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Warranties and Limitations of Liability

Supervision SMSF makes no warranties or representations about the accuracy or completeness of this site content or the content of any site or sites linked to this site. Neither Supervision SMSF nor any of its affiliates shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of access to or use of any content of this site or the content of any site or sites linked to this site.

Equipment

You are responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of this Super Gateway and all charges related thereto.

Super Gateway & Terms of Use May Change

Supervision SMSF may, at its sole discretion, update, modify, change, add or remove the Terms and Conditions (or any part thereof) at any time and with or without notice. Supervision SMSF may also change, terminate, suspend or discontinue any aspect of the Super Gateway, including the availability of any features on the Super Gateway with or without notice. Please check periodically for changes. Your continued use of the Super Gateway following the posting of such changes constitutes an agreement to be bound by the changes. You agree that Supervision SMSF shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Super Gateway or Terms of Use.

Privacy Policy

Use of the Super Gateway is also governed by the Supervision SMSF [Privacy Statement](#) at www.supervision.com.au and in the Super Gateway and which is incorporated into these Terms and Conditions by this reference.

Indemnification

You agree to defend, indemnify and hold harmless Supervision SMSF, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Supervision SMSF.

Disclaimers

Supervision SMSF has taken reasonable efforts to ensure that the Content contained on the Super Gateway is accurate. However, all Content is provided "AS IS," and Supervision SMSF does not warrant and makes no representation that Content provided on the Super Gateway is accurate, appropriate or applicable for use in locations outside of Australia.

Without limiting the foregoing, the Super Gateway site is provided by Supervision SMSF on the understanding that:

- (a) All information appearing on the site is provided by site suppliers', consultants and third parties and although it may be edited and collated by Supervision SMSF the information is not produced nor



SUPER GATEWAY

Terms of Use

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- (b) Supervision SMSF expressly disclaims all and any liability and responsibility to you or any person, whether a purchaser of a product from a site supplier, or a You of the site, in respect of anything, and of the consequence of anything, done or omitted to be done by you or any person in reliance, whether wholly or partially, upon the whole or any part of the contents of the site.
- (c) SUPERVISION SMSF does not provide financial product advice or recommend any financial products, please refer to [General Advice Warning](#).
- (d) While the sources for the material are considered reliable, responsibility is not accepted for any inaccuracies, errors or omission
- (e) Supervision SMSF does not warrant that the Super Gateway is error-free or will operate without interruption or will not cause loss of or damage to data stored on computing devices on which it is installed. The Super Gateway may contain bugs, errors and other problems that could cause system or other failures and data loss from a computer with which the Super Gateway is used or accessed.
- (f) Under no circumstances shall Supervision SMSF or its suppliers be liable for any type of damages or claims related to the Super Gateway, including but not limited to, incidental, special, punitive, indirect or consequential damages, even if Supervision SMSF or its representatives have been advised of the possibility of such damages or claims.

You should not rely on the contents of the information in the Super Gateway site without first ensuring that any information you obtain from the Super Gateway site matches other information regarding the services or products offered by Supervision SMSF or other supplier.

Intellectual Property Copyright & Trademark Notice

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Applicable Law

By accessing the Super Gateway, you agree that these terms and conditions and your use and access of the Super Gateway is governed and interpreted and agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions, and/or your use of the Super Gateway to be bound by all applicable laws for the State of Western Australia, Australia. These Terms and Conditions, and any other legal notices published by Supervision SMSF on the Super Gateway, shall constitute the entire agreement between you and Supervision SMSF concerning use of the Super Gateway.

If a court of competent jurisdiction deems any provision of these Terms and Conditions invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of this these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and Supervision SMSF's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

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Supervision Superannuation (Australia) Pty Ltd (ABN: 54 105 828 117) and Supervision SMSF Solutions Pty Ltd (ABN: 47 134 666 596) AFSL: 435751(hereinafter referred to as "Supervision SMSF" for use by Clients of Supervision SMSF and their authorised parties.