

## **TERMS AND CONDITIONS**

### **PART 1 the Services**

Best Interest Advice AFSL 292925, referred to "The Group" provides these services ("Services") to you subject to these terms and conditions. In these terms and conditions, "you" and "your" means the person contracting with Best Interest Advice AFSL 292925, which represents, findmysuper.com.au, selfmanagedsuper.com.au, lifecoveronline.com.au, Financial Choice Wealth Management Pty Ltd, Financial Choice Pty Ltd, Australian Online Taxation Services Pty Ltd. In this context it will be referred to as (The Group)

To access this Service, you must read, understand and consent to these terms and conditions by ticking the check box. Having done so, you may download & print the authority form ("Authority"), the Financial Services Guide and authority to proceed presented during the preparation of advice or completing the online search application process, or via a link in an email sent to all users that will request you to confirm "Y" for yes to do a search using your tax file number. Once you have completed the Authority, or returned the SMS or fax it back to us, using the number provided on the Authority you are engaging our services and agree to the payment of the required fee for advice or for search and implementation.

If you require information to be located under another name by which you were previously known, you must also provide proof of such change of name e.g. marriage certificate or Deed Poll. We will provide the Services to you only after it has received your Authority, and will not process an Authority that is not accompanied by relevant identification. You and we agree that the electronic version of the Authority sent by fax will satisfy all requirements that such document be "in writing". In addition, you must keep the original signed Authority and provide same to us on request.

Upon receipt of your oral, electronic or written instructions, we will forward your Authority to various organisations which may have information regarding your superannuation contributions, including, without limitation, the Australian Taxation Office ("ATO"), life offices and superannuation funds. By appointing us as your agent you are agreeing to us searching for and consolidating superannuation accounts that appear on the Australian Taxation Office online portal facility into the fund that you nominate when you register. As your nominated attorney we are able to search on your behalf under freedom of information and pass onto superannuation funds the information that is contained in your registration.

If the organisations to which your details have been provided have information about your superannuation funds, we will request that information be provided to us so that we can pass it onto you. We will update the information that we have on you and store that information for at least 7 years in a secure environment. If that organisation requires further authority from you, we will ask you to supply that further authority, and you acknowledge that if you do not supply that further authority, we may not be able to supply some or any of the Services to you. On receipt of the information from a relevant organisation, we will collate this information and will e-

mail the results to you at your nominated e-mail address. If the organisations with which we communicate does not locate any information about your superannuation funds, we will advise you accordingly.

## **PART 2 Additional Terms and Conditions and termination of our services.**

The Group, does not guarantee that it will obtain any results from its enquiries. As we will be relying on information supplied by third parties, it does not provide any warranty as to the accuracy of this information, nor does it warrant that the information will be error free. Without limitation, you acknowledge that information held by the ATO is updated at approximately 6 months interval and, as a result, our enquiries with the ATO may not reveal information which is current at the time of registration. We will use our Tax agent portal to update your search request whenever we want to provide you with an updated list of all your accounts. You do not need to register again. The authority to search can only be terminated by you and us and no other party.

We acknowledge that you may have rights under legislation, including without limitation the *Trade Practices Act 1974* which cannot be limited or excluded, and nothing in this agreement affects any such rights.

You use the Services and any information produced as a result of the Services at your own risk. To the extent permitted by law, we are not liable for any direct, consequential or indirect loss which you may suffer as a result of relying on the information provided by us (including arising from negligence). To the extent that any financial information is provided on this website, it is provided as general information only, and you must obtain your own financial advice in relation to it.

To the extent permitted by law, The Group excludes all liability to you, or any other person claiming through you, however arising (including negligence) for any cost, loss, liability or damage arising out of our performance or failure to perform or delay in performing its obligations under these terms and conditions and the Service description including, but not limited to, liability for any economic, indirect or consequential loss, including, but not limited to, any loss of profits or loss of business.

To the extent that "The Group" does have some liability to you at law which cannot be excluded, and provided such liability can be limited, the total liability of "The Group" to you or any person claiming through you for any cost, loss, liability or damage arising in relation to the Service due to our performance of, or failure to perform, its obligations under these terms and conditions and including as a result of any act or omission of us, whether in contract, tort, statute or otherwise, is limited (to the extent permitted by law) at "The Group" option to supplying the services again or paying the cost of doing so.

As "The Group" is relying on third parties over whom it has no control, "The Group" does not guarantee any minimum time period for a response to its enquiries. We therefore cannot guarantee a result. If we agree to a refund of your fee we will apply an administration fee of \$20.00 to cover our time.

You acknowledge that “The Group” will disclose your personal information to third parties in accordance with “The Best Interest Advice Group” privacy policy. We make no representations or assurances as to the manner in which your personal information will be used or handled by third parties to which it is disclosed. While “The Group” will take every reasonable precaution to protect your personal information, it does not guarantee that such information will not be disclosed to unauthorised persons after it has been validly provided to a third party.

You acknowledge that “The Group” may disclose information, including personal information, about you to third parties for any lawful purpose, including marketing and sales purposes. In some circumstances, we may receive payment from third parties for supplying such information about you. You further acknowledge that both “The Group” and any third party to which “The Group” discloses information may use information about you for any lawful purpose. For the avoidance of doubt, you agree that “The Group” and any third party to which “The Group” discloses information may use information about you for purposes unrelated to the Services.

By pressing the search button and the Terms and conditions button referred to as “Legal Stuff” I am making the following statements:

- I have read the information relevant to this form and the information I am submitting is true and correct.
- I am aware that I may ask my superannuation provider for information about any fees or charges that may apply, and any effect this transfer may have on my benefits under that account. I do not require any further information.
- If the fund I am transferring my benefits to is a self-managed superannuation fund (SMSF), I confirm that I am a member, trustee or director of a corporate trustee of that fund.
- I discharge the superannuation provider of the **paying** fund of all further liability in respect of the benefits paid and transferred to my nominated fund.
- I discharge all liability for the cancellation and or replacement of insurance benefits of the “Old” fund.

I request and consent to appointing Australian Online Taxation Services as my Tax agent and give them authority to use the ATO tax agent portal to find all superannuation accounts that match my tax file number. I also authorise the transfer of superannuation benefits as described above, and authorise the superannuation provider of each fund to give effect to this transfer. I choose to submit the information in this form to my superannuation provider. I also choose to submit a copy to the ATO upon request of the agreement and opt in to the service. You acknowledge that Australian Online Taxation Services, (AOTS) enquiries will be based on the information you provide. AOTS is not responsible for the result of its enquiries if the information you provided is not correct in any way. You warrant that any information provided to AOTS is correct and that you have the authority to submit such information. You indemnify AOTS against any actions arising out of or in relation to the information provided by you.

These terms and conditions are subject to the laws of New South Wales. The Services are provided only to Australian citizens or permanent residents in relation to their activities in Australia.