

## **Electronic Funds Transfer (EFT) Terms and Conditions**

The enhanced **EFT** payment method has been developed by Superpartners Pty Ltd (**'Superpartners'**, **'us'**, **'we'** and **'our'**) to help employers better manage their superannuation obligations.

An employer, together with anyone using this payment method on an employer's behalf, is referred to below as **'you'**. Each employer is issued with a BSB and unique account number to use via your own bank or financial institution.

The use of this enhanced EFT service as a method of submitting contributions to the fund is governed by these terms and conditions and before you use it, you must read and accept these Terms and conditions.

### **Indemnity applicable to your payment contributions**

You acknowledge that from time to time there may be certain issues, outside the control of the Trustee, Superpartners and their respective clients, offices, employees and agents (the **'Indemnified Parties'**), which affect the processing of contributions via the EFT system. You therefore agree that you will not make claim against any of the Indemnified Parties or a financial institution offering banking facilities to the Indemnified Parties (the **'Bank'**) for loss suffered as a result of difficulties with or limitations of the banking system as it effects the provision of the site for the payment of contributions.

Your further agree to indemnify and hold harmless the Indemnified Parties against any loss, cost, expense or damage of any kind, whether or not actually incurred by the Indemnified Parties (**'Loss'**) arising directly or indirectly from your use of any one or more of the superannuation contribution payment methods available to you.

Without limiting the generality of the above, you agree to indemnify and hold harmless the Indemnified Parties for any Loss incurred or to be incurred by them or any one or more of them and arising out of:

- a. The Bank returning or refusing an EFT transaction;
- b. Your use, attempted use or misuse of a superannuation contribution payment method made available to you by the Indemnified Parties;
- c. Your use of non-encoded deposit forms to make a superannuation contribution payment;
- d. Making a superannuation contribution payment in the form of currency;
- e. The inability of the Bank to control response times of other banks with regard to special answer;
- f. Any reasonable delay (including without limitation any delay caused by circumstances beyond the control of the Bank) in relation to the collection and processing of superannuation contribution payments made by you
- g. The Bank not having the protection of section 100 of the Cheques Act 1986;

- h. The Bank collecting any cheque or other instrument from you or your financial institution where;
  - i) The cheque or instrument is or has been or is alleged to be or have been irregular, forged, stolen, altered in an unauthorised way; or
  - ii) The Bank may otherwise be liable in conversion or otherwise to the drawer or purported drawer, payee, holder or previous holder of the cheque or instrument or receiving value on account of any contribution credited to our account where there is or has been or is alleged to be or have been any irregularity, fraud or lack of authority in respect of the instruction on which the superannuation contribution was initiated;
- i. A circumstance beyond the control of the Indemnified Parties which causes a breakdown in communication between the Indemnified Parties and the Bank in relation to the processing of superannuation contribution payments made by you; and
- j. The Bank being able to make claim against the Indemnified Parties in relation to your acts or omissions.

This clause does not affect any legal or contractual claim you may have against your own financial institution.