



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

Member Online: terms and conditions

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

Use of Member Online

1. You must, at all times, keep your password secure and must not give, show, tell or otherwise disclose your password to anyone, including family, friends, account aggregators, or advisers. It is your responsibility to protect your password from becoming known to anyone else. Brighter Super staff will not ask you for your password.
2. Member Online allows users three attempts to enter their Personal Login Information, and after the third failed attempt to enter your Personal Login Information the user will be denied access to Member 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.
3. You must exit Member Online as soon as you have finished using it, by clicking the 'Log out' button. You should not leave your computer or device(s) unattended while logged on to Member Online.
4. It is your responsibility to ensure that the device(s) you use to access Member Online are appropriately secure.
5. You should notify Brighter Super immediately on **1800 444 396** if you know or suspect that your Personal Login Information has become known to an unauthorised third party, or if you know or suspect any unauthorised use of your Account (refer to 'Liability' below). Where the correct Personal Login Information relating to your Account is used to access Member Online, you authorise us to treat any operations on your Account as having been personally authorised by you unless you have notified us otherwise before the access occurs.

Your Responsibility and Liability

6. You are solely responsible for all use of Member Online in relation to your Account, including any use of your Personal Login Information by you, or by any other person where you have disclosed your Personal Login Information to another person or failed to keep your Personal Login Information secure, or if you have otherwise, by act or omission, permitted another person to access your Account on Member Online. This includes responsibility for:
 - i. any changes made to your Account details;
 - ii. any access to information about your superannuation interest; or
 - iii. any transactions made to your Account.
7. You agree that we are under no duty whatsoever to enquire or establish whether a person accessing your Account using your Personal Login Information is authorised to access your Account.
8. You are responsible for any losses arising from your breach of these Terms, and may be liable to Brighter Super for any losses we may suffer arising from your breach.

We value all interactions we have with our members. Our employees are here to help and will always treat you with courtesy and respect. Thank you for respecting our team and helping us create a safe and healthy work environment for everyone.

Brighter Super Trustee (ABN 94 085 088 484 AFS Licence No. 230511) ("Trustee") as trustee for Brighter Super (ABN 23 053 121 564) ("Fund"). Brighter Super may refer to the Trustee or the Fund as the context may be. Brighter Super products are issued by the Trustee on behalf of the Fund.



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Access and accessibility of information

9. We will make all reasonable efforts to ensure that you will be able to access Member Online at any time and on an uninterrupted basis, except for scheduled maintenance which may occur from time to time. However, system errors can occur and access to Member Online may not be possible or your access can be interrupted from time to time, due to scheduled or unscheduled maintenance or for other reasons. We do not represent or warrant that your access to Member Online will always be available, or will be uninterrupted, or there will be no system errors.

Limitation of our liability for use of Member Online

10. No data transmission over the internet can be guaranteed as totally secure and, while we will take all reasonable measures to protect the security of such information, you acknowledge that we cannot ensure, and we do not represent or warrant, the security of any information you transmit to us using Member Online unless and to the extent we are required to by law.

11. Brighter Super is not liable to you for any claim, loss, damage or cost arising, directly or indirectly, incurred or suffered by you as a result of your, or any other person's, use of, access to or inability to use or access, Member Online, except where and to the extent the law requires us to be liable.

12. Except where and to the extent we are required by law, we will not be liable for:

- i. reliance by anyone on transaction information obtained through Member Online;
- ii. any failure by Member Online to provide information or perform operations as requested, or any delays in providing information or performing operations;
- iii. any loss, damage or disruption to your device or data as a result of using Member Online;
- iv. indirect, consequential or special loss or damage however caused, including as a result of negligence;
- v. unavailability of Member Online at any time; or
- vi. any events whatsoever beyond our control.

Cancellation or suspension of access

13. Brighter Super can cancel or suspend your access to Member Online, or any function or service incorporated in Member Online, at any time on reasonable grounds. Brighter Super will notify you if your access is cancelled or suspended.

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

Use of account aggregators

15. 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 account aggregator. You must not disclose your password to anyone else, including an account aggregator.

LGIAsuper Trustee (ABN 94 085 088 484 AFS Licence No. 230511) as trustee for LGIAsuper (ABN 23 053 121 564), trading as Brighter Super. Brighter Super may refer to the Trustee or LGIAsuper as the context requires. Brighter Super products are issued by the Trustee on behalf of LGIAsuper.

We value all interactions we have with our members, and we encourage feedback that helps us deliver better products and services. Our employees are here to help and will always treat you with courtesy and respect. Thank you for respecting our team and helping us create a safe and healthy work environment for everyone.



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Processing transactions

16. Information provided by Member Online about your Account(s) is normally updated overnight, and based on those transactions Brighter Super has processed and verified.
17. Transactions you request via Member Online will be processed in the normal course of business, and during business hours after the transaction request is received (see the Investment Choice Guide for information about timings for Investment Switching).
18. However there may be delays in updating your Account to record processed transactions, and we do not guarantee, or represent or warrant, that transaction information accessed through Member Online is accurate, complete or up to date at any point in time.

Problems with Member Online

19. If you have any problems accessing Member Online, or you wish to confirm any transaction information, you can contact Brighter Super on **1800 444 396** between 8.00am to 5.30pm (AEST) Monday to Friday or by emailing info@brightersuper.com.au.

Changes to these Terms

20. These Terms 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 Member Online.

Compliance with legal obligations

21. You are responsible for ensuring your use of Member Online is lawful and does not breach your legal obligations to any other person.
22. Brighter Super represents and warrants to you that Brighter Super has the necessary licences and authorisations to offer Member Online to you in accordance with these Terms.

Applicable law

23. The laws of Queensland, Australia govern these Terms and the use of Member Online. Any claim relating to the use of Member Online will be heard by Queensland Courts.
24. You may have rights and remedies under law that cannot be excluded. Nothing in these Terms is intended to exclude, restrict or modify:
 - i. the application of any provisions of the Competition and Consumer Act 2010 (including the Australian Consumer Law), Australian Securities and Investments Commission Act 2001, or any equivalent State or Territory legislation;
 - ii. the exercise of any right conferred by such provisions; or Brighter Super's liability for a breach of a condition or warranty implied by such a provision.

In the event of inconsistency with any such provision or with any other law, these Terms will be read down accordingly.

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



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Definitions

Account means the account established in your name in connection with your superannuation benefits in the Brighter Super fund.

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.

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

Member number means the number displayed on your annual benefit statement to identify you as a member.

Personal Login Information means any information required to login to Member Online, including your member number or email address and your Member Online password.

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

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