

MASON STEVENS SUPER



**TERMS AND CONDITIONS FOR ONLINE APPLICATIONS
SUPER AND ACCOUNT BASED PENSION**

Declarations, Agreements & Acknowledgements

December 2017

IMPORTANT: Please read all of the following before you apply. When you apply, you will be bound by the following items. The Trustee and Mason Stevens will rely on your application.

General

I make each of the following declarations, agreements, authorisations and undertakings:

- I have read and understood the Product Disclosure Statement (**PDS**) for Mason Stevens Super (ABN 34 422 545 198) (**Fund**) and all other documents incorporated by the PDS and confirm that I accept this offer in Australia.
- If I have accessed or received the PDS from the internet or other electronic means, I received it personally or a printout of it.
- All of the information provided in my application is complete and correct. I will later advise the Administrator or the Trustee of any changes.
- On becoming a member, I am bound by the provisions of the Trust Deed (all references to the Trust Deed are to it as it is amended from time to time).
- On becoming a member, an account for me will be established within the Fund in accordance with the provisions of the Trust Deed, as amended from time to time. My account will be administered in accordance with the agreements, authorisations and instructions which I give in this application, as later changed or updated (always subject to the Trust Deed, the PDS and all other documents incorporated by the PDS).
- **Until me or my financial adviser direct otherwise, I elect to invest any cash received in my SDA in the cash option.**
- If applicable, in the case of contributions, I have read and understood the contribution eligibility rules as disclosed in or referred to in the PDS and I confirm that am eligible to make contributions or to have contributions made for me.
- I acknowledge that the Trustee will treat all personal contributions to my account as non-concessional contributions unless I advise the Trustee otherwise before the end of the financial year in which the contribution is made.
- I acknowledge that while providing my Tax File Number (TFN) to the Fund is not compulsory, the Trustee will be unable to accept any personal contributions from me without my TFN as required by law. Higher tax may also apply for certain types of contributions made on my behalf where the Fund does not hold my TFN.
- If I am claiming a personal tax deduction in relation to my contributions, I have:
 - not yet lodged my income tax return for the current year of income;
 - not yet made a contribution splitting application in respect of the contribution;
 - not yet commenced a superannuation income stream in whole or in part on the contribution; and
 - submitted a completed Section 290-170 to the Fund on or before the due date as mandated by law.
- I understand and acknowledge that dealings in exchange traded investments will be governed by the rules of the applicable exchange.
- I have read and understood the information in the PDS and incorporated documents about disclosing tax file numbers or quoting exemptions from disclosure and the possible consequences of not notifying either.
- I authorise the Administrator and the Trustee to quote my tax file number (**TFN**) or exemption to the Australian Tax Office (**ATO**).
- I authorise Mason Stevens, the Administrator and the Trustee to obtain information from the ATO regarding my superannuation account in relation to my TFN, PAYG or other superannuation tax related matters.
- I authorise the Administrator and the Trustee to access information using the ATO Super Match system to search for any superannuation (including lost and ATO-held superannuation accounts) which I may have and acknowledge that this consent is ongoing until I revoke it by notice to any of them.

- I authorise the Trustee and Administrator to act on my, or my advisers instruction, to transfer any lost superannuation, or any superannuation that I nominate, to my Mason Stevens Super account. **I acknowledge that it is my responsibility to check my benefits with the other fund prior to requesting any transfer or rollover of funds to my Mason Stevens Super account. The Trustee is not responsible for any loss I incur due to my decision and request to transfer my other fund to my Mason Stevens Super account.**
- I have read and understood the section “Privacy” set out in the Mason Stevens Super Additional Information Guide.
- I acknowledge and agree that:
 - The Trustee (and any person acting on its behalf) will make member statements and any notifications regarding material changes or significant events affecting this product or contributions and transaction confirmations, available to me by my online access to my account or via email rather than providing me with a paper copy by mail, and I acknowledge and agree that I will obtain this information or documents online.
 - The Trustee (and any person acting on its behalf) will make disclosure documents in relation to the Fund (including but not limited to the PDS) available electronically and I will be notified by electronic communications when they are available. I may opt out to this method of access or delivery; however, opting out of electronic delivery may adversely impact the provision of the service to me.
- I agree to pay all fees, expenses and costs as disclosed in the PDS (including as later updated) and authorise the Trustee to deduct all relevant Fund fees, charges, expenses and costs from my account.
- While the information in the PDS and all other documents incorporated by the PDS are up to date at the time I received them, before making any further investments I acknowledge I must read any updated or replacement document made available to me.

You and Your Adviser

I declare and agree that:

- My adviser has provided me with professional advice that is suitable to my needs, and has included formulation of an investment strategy that has taken into consideration my personal objectives, financial situation and needs.
- I have reviewed and approve of the adviser remuneration to be deducted from my account. I authorise the Trustee (and each other person acting on behalf of the Trustee) to pay those amounts from my account to my adviser (until notified in writing otherwise).
- I consent to my adviser receiving information on my behalf.
- I release, discharge and indemnify each of the Trustee and other persons acting on behalf of the Trustee (and all of their respective successors and assignees) from and against all losses, actions, liabilities, claims, demands and proceedings arising from my appointment of an adviser from time to time, and all acts, matters and things done or purported to be done by the adviser even if not actually authorised by me or I have not notified the Trustee of any limitation or revocation of their authority to act on my behalf.
- I authorise my adviser to submit investment instructions to the Trustee on my behalf and I authorise and direct the Trustee to act on investment instructions from my adviser including:
 - investment of monies held in my account;
 - switching between investment strategies, investments and investment options;
 - making elections on dividend or distribution re-investment (if applicable); and
 - making elections in the case of corporate actions in respect of investments held (if applicable).

In addition, where you or your adviser (on your behalf) places Orders using the Mason Stevens investment service (the “Service”) and the order pad you agree that:

Orders

- A Limit Order is an order to buy or sell specified units of a security at a specified price. A Market Order is an order to buy or sell specified units of a security at the available market bid or offer price.
- Orders cannot be amended after they have been placed in the Service. Orders may be cancelled, in this circumstance you will receive a notification that the cancellation of the Order has been successful. If no notification is received, the Order was unable to be cancelled and maybe executed.
- Orders may be placed by you or your financial adviser. You represent and warrant that your financial adviser is authorised to access and use the Service, and they have agreed to the terms and conditions on your behalf.
- It will be your or your adviser's responsibility to manage any unfilled portions of your Order.
- Orders are only valid for the same trading day they are placed. A trading day is determined by the market hours of the relevant securities exchange.
- Mason Stevens is not liable for any error made (by you or your financial adviser) in the inputting of an Order in the Service, any error occurring on a securities exchange or other execution venue, the rejection or cancellation of any Order by the Service for any reason whatsoever, the acts or omissions of any third parties or any other error outside the direct control of Mason Stevens.

Market Data

- Market prices displayed on the Service are delayed. You and your adviser should be aware that market Orders may be executed at prices that vary substantially from the bid or offer quotes publicly displayed at the time the Order was placed.
- International security exchanged quoted market prices, all managed funds and fixed income securities are quoted at end of day prices only (or latest available price where provided).
- Mason Stevens and third party data providers (including relevant securities exchanges) do not guarantee the accuracy or reliability of the market data or other information they provide and accept no liability (whether in tort, contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

Investment risks

- I understand and acknowledge that none of the Trustee, each other person acting on behalf of the Trustee, the Promoter, Sponsor and Investment Manager and their respective related or associated persons or bodies corporate, undertakes, guarantees or makes any statements or representations concerning the future performance of my investments in the Fund, any specific level of performance, any repayment of capital invested in the Fund or the success or tax effect of any strategy used or the success of overall management of my investments.
- I acknowledge and understand that my investments in the Fund are subject to risks, including the risks that I may lose some or all capital, I may lose income or opportunities due to possible delays in making investments or in repayment of some or all capital and the risk of failure to receive any income, or of income at any particular time.
- I understand that an investment option may cease to be offered in the Fund at any time, at the discretion of the Trustee, and that may affect the composition of investments in my account.
- I acknowledge that the Trustee is authorised to exercise its discretion over my investments in the Fund in accordance with the investment strategy nominated in investment instructions received from my adviser on my behalf. I acknowledge that, while the Trustee will use reasonable endeavours to ensure the investment strategy is followed, it may not be able to do so in all situations and it is not intended to be binding on the Trustee.
- I understand that the Trustee implements decisions in relation to corporate actions arising in respect of investments held for my account and rebalances my managed portfolios as a result of exercising any rights or entitlements attached to investments held for my account in accordance with the instructions from my adviser or (if applicable) from the investment managers for managed portfolios.
- I understand that by investing in accordance with a managed portfolio, the investment manager for that portfolio will advise the Trustee on instructions to buy and sell the underlying investments that make up the managed portfolio and the Trustee may exercise its discretion as the precise allocation of changes to investments to my account, which may cause differences from a model portfolio from time to time.

- I understand and accept that if an investment held for my account is or becomes an illiquid investment, then:
 - there is no maximum period in which a rollover or transfer request involving an illiquid or suspended investment will be processed; and
 - the time required by the Trustee to process such a request will vary, depending on the investment.

The Trustee may determine when an investment is illiquid. This includes but is not limited to:

- it is an investment that requires a period of greater than 30 days to process a withdrawal, rollover or switch request due to the illiquid nature of the investment;
- it cannot be converted to cash within the time required after a relevant request is properly made; and
- converting it to cash within the time required would likely have a significant adverse impact on the realisable value of the investment
- The size of the investment parcel that I am attempting to sell is below the minimum market threshold.

Managed portfolio consent (if applicable)

- I acknowledge that I have read the current disclosure documents (including any investment mandate) applicable to the managed portfolio(s) in the Mason Stevens Super Investment Guide that I have selected.
- I understand that the managed portfolio investment fee(s) specified are stated inclusive of GST and net of any RITC applicable and will be deducted monthly from my account.
- I understand that by consenting to the managed portfolio investment fee(s) I am also consenting to a fee, other remuneration or other benefit being paid to and received (in whole or in part) by my adviser, my adviser's licensee or a related party (to the extent described in the current disclosure documents for the managed portfolio(s) which I have selected).
- I understand that other investment costs relating to the managed portfolio's underlying investments may also apply.

Cash Account Minimum Balance

- I agree to keep the minimum cash balance in my cash account as disclosed in the latest PDS or as otherwise notified to me.
- I acknowledge and authorise the Trustee (without further notice to me) to sell investments in my account, in the manner disclosed in the PDS, if my cash account falls below the minimum level required to pay fees, charges, insurance premiums or other expenses.

Website and Online Access

- I agree to use my online login only for purposes directly related to my account in the Fund.
- I agree to keep my login details secure and confidential to me only, to take reasonable steps to prevent access by another person and to notify the Administrator immediately if I become aware of any unauthorised access to my account.
- I agree to comply with any terms and conditions applicable to my online account access as amended from time to time and not to copy, tamper with, or damage any code, data, service or software provided in connection with my online account access or attempt to do so.

Account Based Pension

If I am applying for an account based pension:

- I declare that I have met a condition of release and am eligible to receive a superannuation pension.

Insurance declarations

If I am applying for individual insurance through the Fund:

- I acknowledge that I have received and read the Insurer's offer document and abide by it including my duty of disclosure.

- I declare that my selection of insurance cover has been made after obtaining advice from my adviser.
- I understand that none of the Trustee and any person acting on behalf of the Trustee undertakes or guarantees the suitability or performance of any individual insurance policy or the Insurer.
- I understand and acknowledge that any insurance cover applied for does not commence until:
 - notification by the Insurer of the acceptance of cover; and
 - the payment of premiums in accordance with the Insurer's requirements.
- I authorise the Trustee to deduct all relevant insurance premiums from my account.
- I understand and acknowledge that if my cash holding in my Cash Account is not sufficient to pay premiums that my insurance cover may cease.

Personal information, identity and money laundering

- I understand that the Trustee, and any service provider appointed by them may collect, hold and use my personal information for the purposes disclosed in the PDS and the Mason Stevens Super Additional Information Guide and to comply with their respective obligations under AML/CTF laws and other relevant laws from time to time.
- I authorise each of the Administrator and the Trustee to release information concerning my account, investments, insurance or superannuation entitlements to their respective service providers, who may be located overseas, and to my adviser for the purposes of processing my application and administering my membership in the Fund.
- I acknowledge that neither the Trustee nor the Administrator will be responsible or liable for any loss suffered if transactions are delayed, blocked, frozen or declined as a result of the Trustee or Administrator being unable to establish my identity or if they reasonably believe that I am a Proscribed Person.

A "Proscribed Person" means any person or entity who is reasonably believed to be:

- i. in breach of the laws of any jurisdiction regarding economic or trade sanctions, or laws prohibiting money laundering or terrorism financing, or
 - ii. on a list of persons with whom dealings are proscribed by Australian laws or the laws of another recognised jurisdiction. A "Proscribed Person" includes any person or entity whom is reasonably believed to be acting on behalf, or for the benefit of, a person or entity referred to in i or ii.
- I am not aware and have no reason to suspect that the monies contributed to the Fund, have been or will be derived from or released to any money laundering, terrorism financing or other activities deemed illegal, or that the proceeds of any withdrawals will be used to finance any illegal activities.
 - If required, I consent to the Trustee, the Administrator and all of their service providers verifying the validity of any government issued identity document that I provide for verification purposes through the Australian Government document verification service (DVS), and for this purpose I authorise the Trustee to provide the relevant government issued identity documents to the Administrator to verify the government identity document information to access the DVS for this purpose.

Privacy is important

When the Trustee collects your personal information, it is securely stored and will only be used and disclosed to authorised personnel, service providers, relevant government bodies and third parties:

- to administer your superannuation account
- to administer your investments
- to administer your insurances
- to make benefit payments
- to comply with relevant laws and regulations

If you need any additional information on privacy, or want a copy of the Privacy Policy, visit www.masonstevens.com.au/super or contact us on 1300 491 766. The Privacy Policy sets out how you can access information about your benefit and personal details, correct any information which is inaccurate or out-of-date and information on our privacy complaints process.

If this application is made by a person (**Attorney**) on behalf of the applicant under a Power of Attorney, the Attorney declares that the Attorney has not received notice of revocation of that power. An original certified copy of that Power of Attorney must be submitted with this application unless we have already sighted it. The Administrator cannot accept a binding death nomination made under a power of attorney or where the beneficiary is the Power of Attorney.