ANZ SMART CHOICE SUPER
ONLINE USE

TERMS AND CONDITIONS
ISSUED 10 SEPTEMBER 2026

TERMS AND CONDITIONS FOR ONLINE USE

This Site **(the Site)** is an internet-based superannuation administration facility provided by the Insignia Financial group of companies for your use as a member of ANZ Smart Choice Super.

"ANZ Smart Choice Super" is a suite of products consisting of **ANZ Smart Choice Super and Pension**, **ANZ Smart Choice Super for employers and their employees** and **ANZ Smart Choice Super for QBE Management Services Pty Ltd and their employees** (each a Product). ANZ Smart Choice Super for employers and their employees and ANZ Smart Choice Super for QBE Management Services Pty Ltd and their employees are MySuper compliant products. Each Product is issued pursuant to the latest Product Disclosure Statement (PDS) available at **hub.anzsmartchoice.com.au/forms**. ANZ Smart Choice Super is part of the Retirement Portfolio Service (ABN 61 808 189 263) (the Fund) and is issued by OnePath Custodians Pty Limited (ABN 12 008 508 496, AFSL 238346, RSE L0000673) (OPC), the trustee of the Fund. OPC is a member of the Insignia Financial group of companies, comprising Insignia Financial Limited (ABN 49 100 103 722) and its related bodies corporate (Insignia Financial Group).

These terms and conditions relate to your use of the Site. Your access to the Site is subject to these terms and conditions, the OPC Privacy Policy, disclaimers and any additional terms and conditions or statements contained on the Site (referred to collectively as 'the Terms and Conditions'). By accessing, viewing, using any of the online functionality or otherwise using the Site, you agree to be subject to the Terms and Conditions as a Registered User.

In these terms and conditions, references to "our", "we", "us" are references to Insignia Financial Group companies, and "you" and "your" are references to Registered Users.

The Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) (ANZ) brand is a trademark of ANZ and is used by OPC under licence from ANZ. ANZ and companies within the Insignia Financial group of companies (including OPC) are not related bodies corporate. ANZ does not guarantee the Products. ANZ does not guarantee the performance of, or access to the Site.

1. GENERAL TERMS

1.1 Application of General Terms

The Terms and Conditions for online use apply to all Registered Users of the Site.

1.2 Changes to Terms and Conditions

We reserve the right to change these terms and conditions (excluding clause 1.12) at any time. Any such change will be effective immediately upon notice to you and incorporated into these terms and conditions. Any subsequent access to, or use of, the Site by you will constitute an acceptance of the modifications.

1.3 Change of Functionality

We reserve the right to change the functionality of the Site at any time without prior written notification, except where the change relates to any fee or charge for the use of the Site. Where the change does not relate to any fee or charge for the use of the Site, we will endeavour to inform you by notices on the Site about the change before it comes into effect.

1.4 Registration

1.4.1 The Site can only be accessed after completing the registration process.

1.4.2 You will become a Registered User of the Site and be entitled to access and use the Site when your registration is accepted by us.

1.4.3 We reserve the right to deny access or to refuse registration to any person at our discretion.

1.5 Electronic Documents

1.5.1 You agree that where we are required by law or otherwise to provide you with a document, you consent to the provision of that document electronically (whether provided on or through links on the Site or via email).

1.5.2 You agree not to dispute the validity or enforceability of electronic communications and you will be taken to have received such communications whether or not you access the communications on the Site.

1.6 Personal Details

You acknowledge that it is your obligation to ensure and confirm that all information that you provide to us is correct.

1.7 Password and authentication of users

1.7.1 You must keep your Username and Password confidential and not disclose it to any other person. We have put in place certain security systems on the Site and have taken reasonable steps to protect the security of those systems from misuse, interference, loss, and unauthorised access, modification or disclosure.

1.7.2 Access to the Site is only available to you whilst you are a Registered User and hold a current Username and Password and an ANZ Smart Choice Super account. Any Actions relating to your Username and Password will be deemed to be made by you or with your authority. Your Username and Password entitle anyone who correctly uses them to conduct the type of operations on the Site for which designated user rights have been provided. You acknowledge and accept that we cannot verify whether the user of a correct Username and Password is a Registered User.

1.7.3 Your Username for gaining access to the Site will be the email address you have nominated at the time of registration for access.

1.7.4 In the event you have forgotten your Password, you will be required to perform a password reset.

1.7.5 If you believe that your Username or Password have been compromised, lost or misplaced please call 13 12 87.

1.8 Indemnity

1.8.1 You indemnify us and keep us indemnified at all times against any and all liability for loss arising from and all costs, charges and expenses incurred directly or indirectly in connection with:

a) the use of the Site by you, your agents or any other person who uses the Site on your behalf (including where such use involves an unauthorised or fraudulent act);

b) our acting in accordance with any Actions that appear to be given by you, including:

i) Actions that are unauthorised or fraudulent; or

ii) any request that we stop an Action from being processed.

1.8.2 You agree to pay amounts due under the indemnity contained in this clause 1.8 on demand from us.

1.9 Warranties

1.9.1 We warrant that we will use reasonable efforts to ensure the information provided on or through the Site is accurate, current and complete. The sole remedy for breach of this warranty is the rectification of any inaccurate information upon notice by you of the inaccuracy or error.

1.9.2 We do not represent or warrant that the Site will be free from:

a) any omission, error or inaccuracy in information provided on or through the Site, including information provided by third parties;

b) downtime or periods where the Site is unavailable or the failure, in whole or in part, of any function on the Site to perform an Action; or

c) any unauthorised access to the Site or the information (including Account information) retained on the Site, except where the unauthorised access is the direct result of our negligence or fraud.

1.10 Liability of the Insignia Financial Group

1.10.1 You confirm that you have not relied on any representation, description, illustration or specification which is not expressly stated in these terms and conditions.

1.10.2 To the extent permitted by law, we exclude any liability for any loss, costs, charges and expenses suffered or incurred by you directly or indirectly arising as a result of:

a) the use of the Site by you, your agents or any other person who uses the Site on your behalf (including where such use involves an unauthorised or fraudulent act);

b) our acting in accordance with any Actions that appear to be given by you, including:

i) Actions that are unauthorised or fraudulent; or

ii) any request that we stop an Action from being processed;

c) any unauthorised access by third parties to the Site or to the information contained or functionality available on the Site;

d) the failure of the Site to perform any function which we have specified it will perform (including any failure as a result of a disruption to any telecommunications service, power supply or internet connection);

e) any technical or service difficulties or processing delays in relation to the Site, including processing delays which arise as a result of:

i) an Action being submitted on a day which is not a Business Day;

ii) any errors or omission in the Action;

iii) any technical or service difficulties or processing delays caused to any computer, associated equipment, software or data; or

iv) any matters arising from data corruption, breaches of data or security, defects in transmission or viruses.

1.10.3 Where our liability cannot be excluded under any law, our liability will be limited to, at our discretion, either:

a) the costs of re-supplying any functionality provided on the Site or a requested Action to you; or

b) paying your cost of re-supplying any functionality provided on the Site or a requested Action to you.

1.10.4 Unless these terms and conditions provide otherwise, our maximum aggregate liability for all proven losses, damages and claims arising out of these terms and conditions or your use of the Site, including liability for breach of these terms and conditions, in negligence or in tort or for any other common law or statutory action, is limited in the following manner:

a) if the liability arises in relation to any reliance on, use of, or inability to use any information displayed or functionality available on the Site under these terms and conditions, it is limited at our option to the lesser of the cost of re-supplying the requested Action or the amount of fees paid by you for the Site in the previous three months; and

b) in all other cases, it is limited to the amount of the fees paid by you for the Site in the previous three months.

1.10.5 Despite any other clause, we are not liable to you or to any other person for:

a) unauthorised use or any losses or damages of any kind caused by or resulting from any wrongful, wilful or negligent act or omission by you or any of your officers, employees, agents or contractors; or

b) any direct or indirect lost profit or revenue, exemplary damages, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed.

1.10.6 Nothing in this clause 1.10 limits our liability with respect to damages for personal injury, including sickness and death.

1.11 Application for Investment and Performance of the Funds

1.11.1 Investments in any of the Products mentioned on the Site do not represent investments, deposits or other liabilities of the Insignia Financial Group companies or ANZ.

1.11.2 None of the Insignia Financial Group companies, a fund manager providing an investment option, service providers or subsidiaries of any of the parties mentioned, guarantee the repayment of capital or the performance of a Product or the return of capital or income. Your investment in a Product is subject to investment risk. This could involve

delays in repayment and loss of income or the principal invested.

1.12 Fees

1.12.1 The Site is currently offered for no additional costs to you other than the fees you pay to us as disclosed under the relevant PDS. This is because it is a part of an existing contract or arrangement you have with us as a member of a Product.

1.12.2 However, fees may be charged in relation to the access and use of the Site (including use of software) at a future date. We will provide you with at least 30 days written notice and details of any fees before any fees are introduced or changed.

1.13 Availability, Security and Delivery of the Site

1.13.1 We will use all reasonable efforts to provide access to the Site on a 24 hour basis, however there will be interruptions to the Site to facilitate maintenance, or for other reasons.

1.13.2 We reserve the right to amend the information provided or functionality available on the Site and to limit access or cease providing information or functionality available on the Site.

1.13.3 We do not guarantee the delivery of communications over the Internet as such communications rely on third party service providers. Electronic communications (including electronic mail) are vulnerable to interception by third parties and we do not guarantee the security of these communications or the security of the Site.

1.14 Denial of Access

1.14.1 We reserve the right to deny access to the Site or particular Account details including where:

a) you fail to keep your Username and Password secure; and

b) in our opinion, there are concerns regarding unreasonable use, security or unauthorised access.

1.15 Cancellation

You may cancel your Registered User status for the Site by calling us on 13 12 87.

1.16 Termination

We have discretion to terminate your access to the Site at any time without notice.

1.17 Intellectual Property Rights

1.17.1 We own copyright to the Site. Information from the Site may be printed and downloaded for personal use only. The information may not otherwise be reproduced and must not be distributed or transmitted to any other person or used in any way without our express approval or as otherwise permitted by law. You may not modify,

tamper or alter the Site or the information contained on it in any way.

1.17.2 There are a number of registered trademarks, logos and symbols on the Site which are either owned by us or used with the permission of the trademark owners. You may not download, reproduce, transfer, publish, alter or use any such logos, symbols or trademarks for any purpose except for incidental reproduction in downloading your information or reports from the Site.

1.17.3 The software used on the Site is owned by the Insignia Financial Group companies. As a Registered User you have a non-exclusive and non-transferable licence to use the software.

1.18 Monitoring of the Site

We expressly reserve the right to monitor any or all use of the Site. We currently monitor the Site for statistical purposes only.

1.19 Links and Third Party Content

We are not responsible for the content of any site owned by a third party that may be linked to the Site, whether such a link is provided by us or by a third party. These links are provided as a courtesy service and no judgement or warranty is made by us concerning the suitability, accuracy or timeliness of the content of any site that may be linked to the Site. By providing access to other websites, we are not recommending or endorsing any brand, products or services offered by the organisation sponsoring or owning the linked website.

1.20 Privacy

1.20.1 Use of the Site is subject to the OPC Privacy Policy. The OPC Privacy Policy sets out the information about the collection, use, disclosure and storage of your personal information. To obtain a copy of the OPC Privacy Policy please visit onepathsuperinvest.com.au/about-us/privacy-policy.

1.20.2 Any information collected by us in connection with your use of the Site will be used to provide the Action you have requested. Non-sensitive information provided by you may also be used for related purposes, such as maintaining our relationship with you. Access to and correction of any of your information held by us is available on request by us on 13 12 87.

1.21 Disclaimer

The information provided by the Site is provided by way of general information only and is not intended to represent financial product advice. The information does not take into account your or your client's individual objectives, financial situation and needs. You should assess whether the information is appropriate to you, having regard to your objectives, financial situation and needs, and consider seeking advice from a financial adviser before making any investment decision. The current PDS or offer document

for a Product should also be obtained and considered prior to making any investment decision. Whilst every effort has been made to ensure the information in the Site is accurate, its accuracy, reliability or completeness is not guaranteed and no responsibility for errors and omissions (including by negligence) is accepted by the Insignia Financial Group companies or its officers, employees, directors or agents. Please note that past performance is not a reliable indicator of future performance.

1.22 Site access

All references to currency are to Australian dollars. All transactions and acceptance of contractual obligations occur within Australia. Although the Site is accessible worldwide, not all features are available to all users or in all geographic locations, or appropriate for use outside Australia. If you choose to access the Site from outside Australia, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

1.23 Severability

If any provision of these terms and conditions is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of the remaining provisions.

1.24 Governing Law

1.24.1 These terms and conditions are governed by the laws of Victoria, Australia.

1.24.2 You submit to the exclusive jurisdiction of the courts of Victoria in respect of all matters arising out of or relating to these terms and conditions.

1.25 Force Majeure

Despite any other provision in these terms and conditions, if we are unable to perform or are delayed in performing an obligation under these terms and conditions by reason of a Force Majeure Event and notice has been given to you as soon as reasonably practicable:

a) that obligation is suspended by only so far and for so long as it is affected by the Force Majeure Event;
b) we will not be responsible for any loss or expense suffered or incurred by any other party as a result of, and to the extent that, it is unable to perform or is delayed in performing its obligations because of the Force Majeure Event;
c) the time for performing that obligation is extended by the duration of the Force Majeure Event; and
d) we will take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on our performance of the suspended obligations as quickly as possible

(however this does not require us to settle any strike or other labour difficulty on terms contrary to our wishes).

2. ADDITIONAL TERMS

2.1 Registration

As a Member/Investor, the Site gives you access to:

2.1.1 your account information, updated on a substantially continuous basis – including investment balances, transactions, and statements for each Product in which you have an investment; and

2.1.2 Product information.

2.2 Applications to Invest

2.2.1 Details about the Products offered by us are set out in the current PDS or offer document.

2.2.2 A copy of the current PDS or offer document for a Product can be obtained free of charge by calling 13 12 87 or can be downloaded from the Product's website.

2.2.3 We do not guarantee the performance of any of the Products referred to in the Site.

2.3 Transacting Online

2.3.1 The Site may allow you to perform Actions.

2.3.2 If you are permitted to perform Actions, you agree:

a) to notify us immediately if an Action you have submitted is not displayed on the applicable transaction page of the Site; and

b) to regularly check all Actions you make in relation to the Products in which you are invested.

2.3.3 Action requests are processed in the order in which they are received. If a large number of requests are received at one time, the processing time of your request may increase. We will aim to process your request as quickly as possible, however an Action request (for example, a Re-weight request or a change to your Investment Instructions) may take up to 10 Business Days to process.

2.3.4 We may decline to act on your instructions at any time without giving any notice or reason. If we decline to act on your instructions we will let you know within a reasonable time of receipt of that instruction. By instructions we mean any Action or communication by you with us, including verbal, written or electronic means including communication by telephone, facsimile, email or the Internet.

2.3.5 We are entitled to act on any instruction which appears complete without further reference to you.

3. INTERPRETATION AND DEFINITIONS

3.1 Interpretation

3.1.1 Unless the contrary intention appears, in these terms and conditions:

a) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually;

b) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

c) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually but an agreement, representation or warranty by us binds us individually only;

d) a reference to any thing (including an amount) is a reference to the whole and each part of it;

e) a reference to a document (including this agreement) includes any variation or replacement of it;

f) the word "law" includes common law, principles of equity, and laws made by parliament (and laws made by parliament including State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);

g) a reference to a time of day is a reference to Melbourne time;

h) the word "person" includes an individual, a firm, a body corporate, an unincorporated association and an authority;

i) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

j) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

k) The singular includes the plural and vice versa; and

l) Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these terms and conditions.

3.2 Definitions

In these terms and conditions, the following definitions apply:

Action	Any direction or instruction made by you (either by you or by your Adviser on your behalf) to us using the functionality of the Site including Re-weighting an Account or changing an Investment Instruction.
Account	An account held by a Member in a Product.
Adviser	A licensed financial adviser who is authorised to provide financial product advice.
Business Day	A day other than a Saturday or Sunday or a public holiday or bank holiday in Victoria.
Force Majeure Event	Any cause outside the reasonable control of the Insignia Financial Group companies and which could not have been prevented or avoided by it taking all reasonable steps.
Investment Instruction	Any instruction from a Member (or Adviser, as agent for a Member), as to how to invest money in or redeem money from an investment option.
Member	An individual who is a member of a Product.
Password	The code which is used together with your Username enables you to access the Site.
Registered User	A person who is registered to use the Site.
Re-weight or Re-weighting	Re-investing your available Account balance in one or more new or existing investment options.
Support Staff	A person nominated by a registered Adviser who has been authorised to use the Site on their behalf.
Username	The identification name which in combination with your Password, enables you to access the Site.

Customer Services

13 12 87 weekdays between 8.30am and 6.30pm (AEST)

smartchoice@insigniafinancial.com.au

hub.anzsmartchoice.com.au

Important information

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