



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
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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. Brighter Super is not liable for any claim, loss, damage or cost arising, directly or indirectly, as a result of your use of, access to, or reliance upon any information contained on or accessed through, Member Online.
2. It is your responsibility to protect your password from becoming known to a third party.
3. You can be liable for unauthorised actions carried out by unauthorised persons who use your personal login information.
4. You must keep your password secure and not keep your password in any form, encoded or decoded, in a location where it may be copied or used by any other person.
5. You must not give, show or tell your password to anyone, including family, friends, account aggregators, or advisers.
6. 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 devices unattended while logged on to Member Online.
7. You acknowledge that we are under no duty whatsoever to enquire or establish whether a person accessing your account using Member Online is a person actually authorised.
8. You understand that no data transmission over the internet can be guaranteed as totally secure and that, while we will take all reasonable measures to protect the security of such information, we cannot ensure or warrant the security of any information you transmit to us using Member Online.
9. Member Online allows users three (3) attempts to enter their personal login information. After the third failed attempt to enter your personal login information, you 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.
10. You should notify Brighter Super immediately on **1800 444 396** if you know or suspect that your password has become known to a third party, or if you know or suspect any unauthorised use of your password (refer to 'Liability' below).

Liability

11. You are solely responsible for all use of Member Online, including your personal login information, information accessed, transactions made to your account, and any breach of these Terms.
12. You agree to indemnify Brighter Super against all actions, suits, claims, demands, liabilities, costs, expenses, loss, and damage (including legal fees on a full indemnity basis) incurred or suffered by Brighter Super as a direct or indirect consequence of your unauthorised use (or use by any other person using your personal login information) of Member Online, your breach of these conditions, or your breach of any rights of third parties.
13. You will be liable for any changes made to your details, or the distribution of information about your superannuation interest, which occur as a result of using your personal login information, including any use you have not approved.



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14. We will not be liable for:

- reliance by anyone on information obtained through Member Online;
- any failure by Member Online to provide information or perform operations as requested, or any delays;
- any loss, damage or disruption to your device or data as a result of using Member Online;
- indirect, consequential or special loss or damage however caused, including as a result of negligence;
- unavailability of Member Online; or
- any events whatsoever beyond our control.

Cancellation or suspension of access

15. Brighter Super, in its sole discretion, can cancel or suspend your access to Member Online or any function or service incorporated in Member Online at any time.

16. Brighter Super, in its sole discretion, can delay or refuse to process your instructions.

17. The agreement set out in these conditions and your access to Member Online may be terminated by Brighter Super at any time without notice.

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

Use of third party account aggregators

19. 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 third party account aggregator.

20. By accepting these conditions, you agree not to disclose your password to any third party, including third party account aggregators.

Processing transactions

21. Information provided by Member Online about your account(s) is normally updated overnight, and based on those transactions Brighter Super has processed and verified.

22. Transactions you request via Member Online will be processed in the normal course of business. Brighter Super is not responsible for delays, errors, inaccuracies, or omissions due to failure in a computer system, or ancillary equipment, or any other circumstances beyond Brighter Super's control.

Problems with Member Online

23. Transactions you request via Member Online will be processed in the normal course of business. You can contact Brighter Super on **1800 444 396**.

Changes to these conditions

24. These 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.

Applicable law

25. You are responsible for ensuring your use of Member Online is lawful and does not infringe any third party's rights.

26. The laws of Queensland, Australia govern these conditions and the use of Member Online. Any claim relating to the use of Member Online will be heard by Queensland Courts. If you choose to access Member Online from a location outside Queensland, you do so on your own initiative and are responsible for compliance with applicable local laws.

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



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Definitions

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

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

Third party 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.

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

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