

# Terms and Conditions

Thank you for visiting our online portal, a web-based viewpoint into your client's superannuation that we call "Adviser Portal". It is provided and managed by Grow Super Ops Pty Ltd ABN 83 617 346 568 ("Provider") on behalf of Australian Ethical Superannuation Pty Ltd (ABN 43 079 259 733, RSE L0001441, AFSL 526 055) as Trustee for the Australian Ethical Retail Superannuation Fund (ABN 49 633 667 743, USI AET0100AU) ('Australian Ethical Super' or the 'Fund'). Interests in the Fund are offered by Australian Ethical Investment Ltd (ABN 47 003 188 930, AFSL #229949) ('Australian Ethical') and issued by the Trustee of the Fund. See our [Financial Services Guide, Product Disclosure Statement \(PDS\) and Target Market Determination \(TMD\)](#) for information about the financial services offered by Australian Ethical, the Trustee and any related body corporate.

The terms 'our', 'we', 'us' are to be read as a reference to the Trustee and the Provider.

By accessing and/or using Adviser Portal, you agree to these terms and conditions ("Terms"), which include the privacy policy of the Trustee (available at <https://www.australianethical.com.au/privacy-policy/>) and the Provider (available at <https://www.grow.inc/legal/privacy-policy/>) ("Privacy Policies").

You should review the privacy policy and these Terms carefully and immediately cease using Adviser Portal if you and / or your clients do not agree.

Please read these Terms carefully and be aware that we may change them at any time. We last revised these Terms on 1 October 2024.

## No investment advice

The information contained in Adviser Portal is based on the most up to date data received by the Provider.

Adviser Portal is not designed for the purpose of providing personal financial or investment advice. The information in Adviser Portal does not take into account your or your clients' objectives, financial situation or needs. Therefore, before acting on any information found on or through Adviser Portal you should consider whether it is appropriate to your clients' personal circumstances, objectives, financial situation and needs. Before making or recommending any investment decision to your client, you should read and consider the Product Disclosure Statement (PDS) and Target Market Determination (TMD) for any products you or your clients are considering, and other materials applicable to your clients' membership in Australian Ethical Super. A copy of the relevant PDS and TMD for membership in Australian Ethical Super is available on the [Product information](#) page or contact 1800 021 227.

## Registration

You must be a registered adviser to use Adviser Portal. We reserve the right to deny access to or refuse registration on Adviser Portal to any person at our discretion. When you register and activate your account, you will provide us with personal information including your name and email address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policies.

When you register and activate your account, you will login using a username and password (together, "Login Details"). You are responsible for keeping these Login Details secure and are responsible for all use and activity carried out with these Login Details. You may only access and use Adviser Portal while your Login Details remain current.

You are responsible for adding and / or removing any other users to the Adviser Portal, such as support staff, and understand that only authorised users can only be added to view client information. You are responsible for removing access to any user who has left your organisation or is no longer authorised to view information in the Adviser Portal.

## Privacy Collection Notice

We collect personal information about you in order to process your registration and provide services to you via Adviser Portal and for purposes otherwise set out in our Privacy Policies.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we cannot provide all of our services to you.

Our Privacy Policies explain: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in our Privacy Policies and these Terms.

## Accuracy, completeness and timeliness of information

The information contained in the Adviser Portal is based on the most up to date data received by the Provider. Transactions such as contributions and rollovers may take a few days to process and appear in the portal once they are processed.

While we use all reasonable efforts to ensure the accuracy and completeness of the information on the Adviser Portal, to the extent permitted by law, including the Australian Consumer Law, we make no warranty or representation for the accuracy, reliability or completeness of the information on Adviser Portal. We do not take responsibility for any loss or damage whether direct, indirect or consequential arising out of, in connection with, or any use or reliance on the information provided; whether or not caused by any negligent act or omission. Neither the Trustee, Fund or Provider accepts any liability for information provided by third parties.

You should monitor any changes to the information accessible from Adviser Portal.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this Adviser Portal or any linked website. You must take your own precautions to ensure that whatever you access from Adviser Portal for your use is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

## Other terms

In accessing, browsing or using this Adviser Portal you acknowledge and agree:

1. Any personal or sensitive information you provide via the Adviser Portal will be collected, used and disclosed in accordance with the Privacy Policies.
2. Any action or request made by the user of your Login Details ("Instruction") will be deemed to have been made by you and the request will be carried out by the Provider without further enquiry. You will be

responsible for all Instructions and any consequential transactions using your Login Details whether authorised by you or not. Neither the Trustee nor the Provider shall be liable for acting on an Instruction. You must therefore do everything necessary to protect your Login Details from disclosure to any other person.

3. Unless you are either:
  - a. a person who has been authorised by the Trustee to be able to view the superannuation account details of other members of the Fund via Adviser Portal ("Trustee Service User"); or
  - b. a person who has been authorised by the Provider to be able to view the superannuation account details of members of the Fund via Adviser Portal ("an Authorised Provider Employee")
 you will not attempt to access any superannuation account details that do not relate to you or your client and will contact us via the details on the Trustee's website ("Site Contact") immediately if you become aware of any such unauthorised access or attempted access.
4. Should you forget or lose your Login Details, you should go through the 'forget password' process which will require you to update your password.
5. Upon request by the Provider, you must immediately change your password.
6. You will notify the Site Contact in writing if you want your access to Adviser Portal suspended or cancelled at any time.
7. Access to Adviser Portal may be temporarily unavailable during scheduled maintenance windows, which will be notified to you ahead of time.
8. Your use of Adviser Portal may be interrupted, varied, suspended or cancelled by us at any time without notice or for reasons beyond our control and you agree that we will not be liable for any interruption, variation, suspension or cancellation of the service.
9. In addition, certain information available on Adviser Portal belongs to parties other than the Provider. The Provider does not claim authorship of such information and duly acknowledges the copyright of other parties where applicable. Neither the Trustee nor the Provider shall be liable if you rely on any information obtained via Adviser Portal.
10. We are entitled to treat any information received from you via Adviser Portal as reliable, accurate, complete and up to date.
11. By activating any hyperlinks on Adviser Portal, you may leave Adviser Portal and go to other websites that are not under the control of the Trustee or the Provider. The Trustee and the Provider do not accept any responsibility or liability in respect of material contained in other websites and do not by including the hypertext link endorse the site or the information available at such a site. Those links are provided for convenience only. You enter those sites at your own risk as the content or accuracy of the information has not been reviewed or checked by the Trustee or the Provider. The terms and conditions that apply to those websites may be different to the Terms and Conditions set out here and those terms and conditions will govern the use of information you access or obtain from those websites.
12. Adviser Portal is intended for use by persons accessing it from within Australia. All currency references are shown in Australian dollars unless otherwise specified. The use of Adviser Portal is governed by and is to be interpreted in accordance with the laws of New South Wales, Australia.
13. The Provider uses reasonable efforts to maintain Adviser Portal and all associated data with technical, administrative and physical safeguards to protect against loss, unauthorised access, destruction, misuse, modification and improper disclosure. The information you enter or access on Adviser Portal is stored securely by the Provider on its data servers however you acknowledge no computer system or information can ever be fully protected against every possible hazard and neither the Trustee nor the Provider shall be liable for any loss occasioned by unauthorised access, destruction, misuse or improper disclosure of your data.
14. You agree to take reasonable precautions to prevent the introduction or spread of any software contamination, including viruses and the like into Adviser Portal when accessing, providing or downloading information.

15. Except to the extent required by law, the Provider and its related companies and the Trustee make no representations or warranties, express or implied that Adviser Portal is fault free or as to the continuity, accessibility, reliability or efficiency of Adviser Portal prior to, during or after your acceptance of these Terms, or the suitability of Adviser Portal to your needs and will accept no responsibility arising in any way (including for negligence) for errors in, and omissions or otherwise for any loss or damage of any kind at all (including consequential loss) arising directly or indirectly out of the provision or use of, or inability to use Adviser Portal. You enter into this agreement at your own risk and solely in reliance on your own judgment and not upon any warranty or representation made by the Provider, any related company of the Provider or the Trustee.
16. Neither the Provider nor the Trustee will be liable if you breach these Terms or your use of Adviser Portal causes loss, damage or injury to you, your client or any other person or entity. You agree to indemnify the Trustee and the Provider and/or any related company from and against all such loss, damage, injury and expenses, (including legal expenses on a full indemnity basis) arising either directly or indirectly from a breach by you of these Terms.
17. If any provision of these Terms is unlawful, void or unenforceable for any reason, then if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed or in any other case the provision is severed and the rest of these Terms will continue to be legal and enforceable.
18. Except where otherwise stated, the copyright and intellectual property rights relating to the content of Adviser Portal belong to and remain the property of the Provider or the Trustee. The granting of access to Adviser Portal by the Provider does not create or imply a licence or permit for you to reproduce, download, transmit and/or distribute this content in any form or by any means other than as permitted under these Terms, unless authorised by the written consent of the Provider and Trustee.
19. The performance of the investments contained on or referred to on Adviser Portal is not guaranteed by the Provider, any of its related companies or the Trustee. The investments are subject to the rise and fall of the market. Past performance is not indicative of future performance.
20. Adviser Portal may contain general information about the Trustee or Provider's goods and services. This information does not constitute an offer or inducement to enter into a legally binding contract.
21. For the purposes of this clause, "Messages" mean all mail items of any description transmitted by electronic means between the Provider and you via Adviser Portal. You acknowledge that you may submit Messages to the Provider and that you are responsible for confirming receipt of the Message by the Provider. If you do not receive confirmation of receipt or response from the Provider regarding your Message you should assume that the Message was not received by the Provider and you should re-send the Message or follow up the Message by other means.
22. All dates and times provided on Adviser Portal are listed in Sydney (New South Wales) time unless otherwise stated.