

Terms and conditions for using the CareSuper DIO portal

Effective 26 April 2025



About these terms and conditions

The CareSuper DIO portal (the DIO portal) is an internet-based investment facility that enables eligible CareSuper members to invest part of their super in a range of term deposits, S&P/ASX300 shares, exchange traded funds and listed investment companies.

The DIO portal is provided by CareSuper Pty Ltd ABN 14 008 650 628, AFSL 238718, as trustee of CareSuper ABN 74 559 365 913. The DIO portal is provided by an external platform provider, FNZ (Australia) Pty Limited (FNZ) ABN 67 138 819 119.

These terms and conditions relate to use of the DIO portal. The DIO portal includes information transmitted electronically and any associated information provided by CareSuper Pty Ltd as trustee of CareSuper.

These terms and conditions are in addition to the CareSuper *Terms of use* which relate to your use of the CareSuper website, online account (i.e. **Member Online**) and the CareSuper app. You can view these terms of use at caresuper.com.au/terms-of-use.

Your access to the DIO portal is subject to these terms and conditions and any disclaimers and any additional terms and conditions or statements contained on the DIO portal, referred to collectively as 'these terms and conditions'.

You should also read and consider:

- the relevant product disclosure statement(s) available at caresuper.com.au/pds
- the CareSuper *Privacy policy* available at caresuper.com.au/privacy
- the *Direct Investment option guide* available at caresuper.com.au/dio-guide

By accessing, viewing, using any of the online functionality or otherwise using the DIO portal, you agree to be bound by these terms and conditions.

In these terms and conditions, references to:

- a. 'our', 'we', 'us' and 'CareSuper' are references to CareSuper Pty Ltd as trustee of CareSuper

- b. 'you' and 'your' are references to Eligible and/or Registered Users
- c. 'FNZ' means FNZ (Australia) Pty Limited ABN 67 138 819 119
- d. 'Eligible User' means a person who is able to access the DIO portal because they meet the eligibility requirements outlined in CareSuper's *Direct Investment option guide* available at caresuper.com.au/dio-guide
- e. 'Registered User' means a person that has completed the registration process to invest in the DIO portal and whose registration has been accepted by us
- f. 'Actions' includes all requests to transact (e.g. buy, sell, invest or redeem) on term deposits and listed securities, all instructions regarding dividend reinvestment and corporate action elections, and all other instructions relating to your account
- g. 'Adviser' means an investment or financial adviser
- h. 'Data' means news, market and Exchange data provided by third parties on the DIO portal, including Morningstar
- i. 'Morningstar' means Morningstar Australasia Pty Ltd ABN 95 090 655 544, AFSL 240892
- j. 'Exchange' refers to the Australian Securities Exchange (ASX) Limited ABN 98 008 624 691 and Cboe Australia Pty Ltd ABN 47 129 584 667 (formerly Chi-X Australia)
- k. 'Business days' are any day that's not a Saturday, Sunday, national public holiday (including the King's Birthday for all states except QLD and WA), or any day that the Australian Securities Exchange (ASX) is closed
- l. 'Force Majeure Event' means an act of God, lockout or other interference with work, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental restraint, expropriation, prohibition, intervention, direction or embargo, or any other cause which is not within the control of the party affected

1. Application of terms and conditions

These terms and conditions apply to all Eligible Users and Registered Users of the DIO portal.

2. Changes to terms and conditions

We reserve the right to change these terms and conditions at any time. If the change is material, we will post a notice on the DIO portal giving notice of that change. We will endeavour to provide at least 30 days' notice of any material changes before the changes come into effect. However, we note that there may be situations where we can't provide prior notice due to changes made for compliance reasons or changes outside of CareSuper's control. When changes are made to these terms and conditions, you will be required to read and accept those changes in order to continue to access and use the DIO portal. Any subsequent access to, or use of, the DIO portal by you will constitute an acceptance of the terms and conditions. We suggest you review these terms and conditions periodically to ensure you have read and understood the latest version.

3. Registration for the DIO portal

You will be required to read and accept these terms and conditions on your initial access to the DIO portal and at any time that you access the DIO portal after they have been updated in accordance with clause 2 of these terms and conditions.

The DIO portal can be accessed by Eligible Users through **Member Online** and the CareSuper app. To invest in the DIO portal, you will need to transfer funds into the DIO portal from CareSuper's other investment options in **Member Online** or the CareSuper app. You will become a Registered User of the DIO portal and be entitled to invest when your registration is accepted by us. We reserve the right to deny access or to refuse access or registration to any person at our discretion.

4. Electronic communications

You must maintain a valid email address with CareSuper at all times. You must immediately notify us of any change to your email address.

Information relating to the DIO portal will be provided or made available to you by electronic means. The electronic means we use include our email, the DIO portal, the CareSuper website, and any digital facilities available through the CareSuper website, including **Member Online**.

You agree that where we're required by law or otherwise to communicate with you in relation to the DIO, you consent to the provision of that communication by electronic means, regardless of your communication preference settings recorded against your CareSuper account. We recommend that you print a copy of any document so provided or file it electronically for future reference.

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 DIO portal or via any other communication channel.

5. Availability of the DIO portal

We will use all reasonable efforts to provide access to the DIO portal on a 24-hour basis however, access may be restricted or unavailable from time to time. This may be to facilitate planned or unplanned maintenance, or for other reasons. We will endeavour to provide users with advance notice of any planned interruptions, however there may be situations where we can't provide prior notice.

For security purposes, access to **Member Online** from certain countries may be limited. Refer to the Terms of use for more details at caresuper.com.au/terms-of-use.

As with any service that uses technology, there is some risk that the relevant hardware or software may fail, causing a delay in the processing and reporting of your account. We do not accept responsibility if this was to happen and the failure was outside of our control. We have sought to address this risk and the risks associated with other unforeseen circumstances by implementing a disaster recovery plan and ensuring that relevant service providers also have disaster recovery and business continuity arrangements in place. This includes manual processes and nightly backups of our systems and data.

We will not be responsible for any delay or failure to process orders or investment instructions you provide as a result of outages, whether they are scheduled or unscheduled.

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 DIO portal.

6. Changes to the DIO portal functionality

We reserve the right to amend the information provided or functionality available on the DIO portal, and to limit access or cease providing information or functionality available on the DIO portal.

We reserve the right to change the functionality of the DIO portal at any time without prior written notification, except where the change relates to any fee or charge for the use of the DIO portal. Where the change does not relate to any fee or charge for the use of the DIO portal, we will endeavour to inform users by notices on the DIO portal about the change before it comes into effect. However we note that there may be situations where we can't provide prior notice due to changes made for compliance reasons or changes outside of CareSuper's control. Any change to fees or charges will be notified to you in advance, where required.

7. Monitoring of the DIO portal

We expressly reserve the right to monitor any or all use of the DIO portal.

8. Denial of access to the DIO portal

We reserve the right to restrict or revoke your access to the DIO portal or particular account details at any time. We may do this if we have reason to believe that:

- a. you no longer meet the eligibility requirements as outlined in CareSuper's *Direct Investment option guide*
- b. you have failed to keep your login details including your password and CareSuper app PIN secure and
- c. in our opinion, there are concerns regarding unreasonable use, security or unauthorised access to your account or the DIO portal

If your access is restricted or revoked, we will attempt to contact you to inform you of the terms of those restrictions.

CareSuper and FNZ at all times retain control over permissioning, access to and dissemination of Data to users of the DIO portal, and your access to the Data can be altered or revoked at our sole discretion and without notice.

9. Termination of registration for the DIO

We have discretion to terminate your registration to the DIO portal without notice. This may occur in the following circumstances (this list is not exclusive):

- a. you are no longer an Eligible User
- b. you (or any person acting on your behalf) have committed a breach of these terms and conditions
- c. we reasonably suspect there is a risk of fraud or security breach
- d. we consider that the termination of your registration for the DIO is necessary to manage financial, legal, reputational or other material risks to us, you or other members of CareSuper.

If we terminate your DIO registration, this means that we will transfer your funds out of the DIO and into CareSuper's other investment options in line with your investment instruction for future transactions.

If your DIO registration is terminated, you will not be permitted to invest in any more listed securities or term deposits in the DIO, and all instructions you have previously provided in relation to dividend reinvestment plans, corporate actions and/or term deposit reinvestment will be revoked.

10. Indemnity

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 DIO portal by you or any other person who uses your login details to access the DIO portal (including where such use involves an unauthorised or fraudulent act)
- b. us acting in accordance with any Actions that appear to be given by you, including:
 1. Actions that are unauthorised or fraudulent or
 2. any request made that we stop an Action you have initiated through the DIO portal from being processed

This indemnification applies except to the extent that liability is directly caused by a breach of these terms and conditions by us, or by any negligent act or omission by us.

11. Warranties

We warrant that we will use reasonable efforts to ensure the information provided on or through the DIO portal 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.

We do not represent or warrant that the DIO portal will be free from:

- a. any omission, error or inaccuracy in information provided on or through the DIO portal, including information provided by third parties
- b. downtime or periods where the DIO portal is unavailable
- c. the failure, in whole or in part, of any function on the DIO portal to perform an Action or
- d. any unauthorised access to the DIO portal or the information (including account information) retained on the DIO portal, except where the unauthorised access is the direct result of our negligence or fraud

12. Tax information

The tax information disclosed on the DIO portal is for your information only and should not be relied on and is not relevant in determining your personal tax liability. In addition, particular amounts disclosed in the tax reports may be estimates and subject to change based on the availability of final information and/or standard tax true up processes.

13. Errors

If we find an error on the DIO portal, we may take actions to rectify it which can include buying or selling investments on your behalf, transferring money from your other CareSuper investment options to cover costs, and/or making other changes to your account as required.

14. Limitation of liability

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

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 DIO portal by you or any other person who uses the DIO portal on your behalf (including where such use involves an unauthorised or fraudulent act)
- b. us acting in accordance with any Actions that appear to be given by you or other users, including:
 - 1. Actions that are unauthorised or fraudulent or
 - 2. any request made by you that we stop an Action from being processed

- c. any unauthorised access by third parties to the DIO portal or to the information contained or functionality available on the DIO portal
- d. the failure of the DIO portal 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 DIO portal, including processing delays which arise as a result of:
 - 1. an Action being submitted on a day which is not a Business day
 - 2. any errors or omission in the Action
- f. any technical or service difficulties or processing delays caused to any computer, associated equipment, software or data
- g. any matters arising from data corruption, breaches of data or security, defects in transmission or viruses
- h. us complying with any direction or requirements of any applicable law or regulatory authority
- i. if you are an Adviser, any claims made by your investor clients
- j. us selling down your investments as outlined in CareSuper's *Direct Investment option guide*
- k. any event or circumstance which we cannot reasonably control

Where Data is provided on the DIO portal by third parties, we are not liable for any loss or damage in connection to the Data.

This limitation of liability applies except to the extent that liability is directly caused by a breach of these terms and conditions by us, or by any negligent act or omission by us.

Despite any other clause in these terms and conditions, 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, any other users 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.

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

1. the costs of re-supplying any functionality provided on the DIO portal or a requested Action to you or
2. paying you the cost of re-supplying any functionality provided on the DIO portal or a requested Action to you

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 DIO portal, 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 to the amount of the fees paid by you for the DIO portal in the previous three months.

15. Investment risk

Past performance isn't a reliable indicator of future performance. The value of investments can rise or fall, and investment returns can be positive or negative. We don't guarantee the investment performance, earnings or return of capital invested in CareSuper or the DIO portal.

Your investment in the DIO is subject to investment risk. This could involve delays in repayment and loss of income or the principal invested.

16. Copyright

All copyright, rights, title and interest in and to the content on the DIO portal are owned, licensed or controlled by us and/or our service providers.

Access to, and use of the DIO portal and its content is strictly for Registered Users and Eligible Users only. You must not use the DIO portal or its content in any manner or for any purpose which is unlawful or in any manner inconsistent with these terms and conditions. You agree to use the DIO portal and its contents solely for your own non-commercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person.

You must not republish, redistribute, copy, frame, modify, interfere with the working of, reverse engineer, remove, paste onto, link to or from another website any part of the DIO portal, or in any way exploit any part of the DIO portal or the content.

In addition, republication or redistribution of third party content available in the DIO portal (such as research provided by Morningstar), including by framing or similar means, is prohibited without the prior written consent of the relevant third party content owner.

17. Trademarks

The DIO portal contains a number of registered trademarks which are either owned by Morningstar or CareSuper or are used with the permission of the registered trademark owners.

Morningstar and the Morningstar logo are registered trademarks of Morningstar and its affiliated companies. For additional information on other Morningstar services, please visit the Morningstar public website at morningstar.com.au.

18. Intellectual property of software and content

All copyright, rights, title and interest in and to the content on the DIO portal are owned, licensed or controlled by CareSuper, FNZ, Morningstar or other third parties. You obtain a non-exclusive and non-transferable, revocable licence to use the software in accordance with these terms and conditions when you become a User of the DIO portal.

19. Links and third party content

Data available on the DIO portal is provided by third parties. This Data is made available to you for information purposes only. We make this Data available to you in good faith, and do not give any representation or warranty as to, and accept no responsibility for, the reliability, accuracy, completeness or timeliness of the Data. We endorse or assume responsibility for any recommendation or statement of opinion included in the material, and no part of the material is to be construed as a solicitation to buy or sell any investments. Any reliance on this Data by you when buying/selling investments is at your own risk. You acknowledge that the Data is sourced from one or more third-party providers and may be delayed, inaccurate and/or incomplete.

We are not responsible for the content of any website owned by a third party that may be linked to the DIO portal, 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 website that may be linked to the DIO portal. 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.

When preparing the Data and/or website content, the third party content providers have not taken into account your specific investment objectives, financial situation or particular needs. Before making any investment decisions, you should consider whether the decision is appropriate for you and consider seeking advice from a financial adviser.

20. Subscription alerts

The following terms apply where you elect to receive alerts via the DIO portal (**Alerts**).

1. Information available via Alerts has been prepared without taking into account any investor's objectives, financial situation or needs, and investors should, before acting on the information in the Alerts, consider the appropriateness of the information, having regard to their objectives, financial situation and needs. You acknowledge that any information you obtain through any Alert is either factual information or general financial advice and does not constitute personal financial advice to you or any other person.
2. Information contained in or made available via Alerts is prepared by third parties (including Morningstar) (**Alert Content**) and is provided on a 'pass through' basis. We do not create or verify any Alert Content, and we are not responsible for the accuracy, completeness or timeliness of any Alert Content.
3. Alerts are provided for your information only and should not be relied upon in any way including for taxation, investment or any other advice purposes.
4. Alerts are not sent to you in real time, and you acknowledge and agree that there will be a delay between market movements or other subjects of an Alert, and the time that the Alert is made available to you. As such, you acknowledge and agree that the information contained in an Alert may not be current at the time of receipt.
5. You agree that CareSuper is not liable to you for any interruptions to access to Alerts including but not limited to problems with internet service providers; telecommunications services; computer hardware or software; or any problems sending or receiving electronic communications.
6. You acknowledge that your access to Alerts depends on factors outside the control of CareSuper, including any disruption, failure or malfunction in the internet service. Access may also be limited or unavailable during periods of peak demand, systems interference, damage or maintenance, or for various other reasons.
7. CareSuper reserves the right to suspend or discontinue the Alerts at any time without notice.
8. Subject to any rights implied by law, or which cannot be excluded by agreement, CareSuper excludes all liability in contract, tort or otherwise relating to or resulting from use of any Alert and for any loss incurred by you or a third party as a result of or arising out of any inaccuracy, delay in, omission from, or failure of any Alert, or your reliance on information provided via an Alert.
9. If you have requested an Alert to be sent to you by email, it is your responsibility to ensure that the email address you have provided is up to date and able to access the Service.

21. Use of cookies

This DIO portal uses Google Analytics, a web analytics service provided by Google, Inc. (Google). Google Analytics uses 'cookies', which are text files placed on your computer to help the DIO portal analyse how visitors use the DIO portal. The information generated by the cookie about your use of the DIO portal (including your IP address) will be transmitted to, accessed and stored by Google. Google may use this information for the purpose of evaluating your use of the DIO portal, compiling reports on the DIO portal activity and providing other services relating to the DIO portal activity and internet usage. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this in the DIO portal. By using this DIO portal, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

22. Privacy

Use of the DIO portal is subject to the CareSuper *Privacy policy* available at caresuper.com.au/privacy. The *Privacy policy* sets out the information about the collection, use, disclosure and storage of your personal information.

Any information collected by us in connection with your use of the DIO portal 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.

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.

24. Governing law

These terms and conditions and the information in the DIO portal and all matters relating to either are governed by and to be construed in accordance with the laws of Tasmania and are within the exclusive jurisdiction of the Australian courts.

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).

 All our forms and publications are available at caresuper.com.au/forms-publications or call us, and we'll send you a copy.

Here to help

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caresuper.com.au

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CareSuper

This document, and any information contained within the DIO portal, contains general information only and doesn't take into account your objectives, financial situation or needs. Before making a decision about CareSuper, you should consider if this information is right for you. You may also wish to consult a licensed financial adviser. Consider the PDS and TMD at caresuper.com.au/pds. Any advice provided in this document is provided by CareSuper Advice Pty Ltd ABN 78 102 167 877, AFSL 284443. A copy of the *Financial services guide* for CareSuper is available at caresuper.com.au/fsg.

All information, rates and/or fees are current at the time of production and are subject to change. Changes to government legislation and super rules made after this time may affect the accuracy of the information provided. You may wish to obtain professional advice before acting on any of the information contained in this document.

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