



Terms & Conditions

August 2026

1 INTRODUCTION

- (a) These Terms along with the Client Engagement Form, the Direct Debit Authority Service Agreement, the Services Schedule, Fee Schedule and/or any Fee Quote constitute your agreement with Xpress Super ("**Agreement**") for the provision of the Services.
- (b) By submitting a Client Engagement Form (including electronically) you agree to be bound by the Agreement.
- (c) Xpress Super is a specialist SMSF administrator and a related entity of SuperGuardian Pty Ltd ABN 57 113 986 968 ("SuperGuardian"). SuperGuardian is a chartered accounting firm and may provide accounting and taxation services to your SMSF under a separate engagement arrangement. Xpress Super does not provide financial advice, taxation advice or legal advice.

2 SERVICES

- (a) Subject to this Agreement, Xpress Super provides the following services ("**Services**"):
 - (i) Establishment Services in accordance with clause 3; and
 - (ii) Annual Services and Additional Services in accordance with clause 4.
- (b) The Services provided to you will be set out in the Client Engagement Form and as we are otherwise engaged by you to provide from time to time.
- (c) We may from time to time vary, modify or discontinue any or all of the Services by providing you with 30 days prior written notice including where required due to changes in legislation, regulatory requirements, third-party provider availability or operational requirements.

3 ESTABLISHMENT SERVICES

- (a) You may instruct us to establish a self-managed superannuation fund ("**SMSF**") in the Client Engagement Form. If you do, we will:
 - (i) instruct a third-party legal provider to prepare the documentation required to establish an SMSF at your cost as specified in the Fee Schedule;
 - (ii) if required, instruct a third-party provider to incorporate a company to act as the corporate trustee of the SMSF.

- (b) We do not review, verify or warrant the accuracy, completeness or suitability of any documents or services provided by third-party providers under clause 3(a). It is your responsibility to ensure that the services are accurate and otherwise meet your personal circumstances and objectives. We do not provide legal advice and do not warrant that documents prepared by third-party providers are appropriate for your personal circumstances.
- (c) You may instruct us to provide Services to an SMSF which is already in existence in the Client Engagement Form. If you do, then we will prepare the relevant documents to effect the transfer of the SMSF to Xpress Super. You must provide us with any reasonable assistance to help us transfer your SMSF to Xpress Super.
- (d) You must establish:
 - (i) an Approved Cash Account; or
 - (ii) subject to the payment of any additional Fees, such other bank account that we approve in our discretion which provides data feeds we require to provide the Services,

("SMSF Bank Account")
- (e) You must ensure an Approved Trading Account ("**SMSF Trading Account**") if you wish to invest in securities. We do not arrange for the SMSF to be issued with the SMSF Trading Account and do not otherwise recommend or endorse any SMSF Trading Account provider.
- (f) You acknowledge that Xpress Super is not responsible for reviewing, interpreting or advising on the legal effect of trust deeds or other legal documents prepared by third parties.

4 ANNUAL SERVICES

- (a) Xpress Super will provide the Annual Services which are described in our Services Schedule. The Services Schedule is available on our Website.
- (b) Xpress Super may also provide the Additional Services which are described in our Services Schedule. You are required to accept a Fee Quote in relation to the Additional Services before we will provide them.
- (c) You must comply with any terms, condition or requirement imposed in the Services Schedule with respect to the Annual Services and Additional Services.

5 INTEGRATED PRODUCTS

- (a) In providing the Platform and Services, Xpress Super may use embedded product providers to enable it to provide seamless data feeds and automated processing ("**Embedded Providers**").

- (b) You acknowledge delays or errors caused by Embedded Providers may affect delivery of Services. Xpress Super is not responsible for delays, errors, omissions or system outages caused by Embedded Providers or third-party platforms.
- (c) You may acquire or invest in products which are not supported by Embedded Providers. If you do so, then:
 - (i) additional Fees may apply; or
 - (ii) we may exercise our rights to terminate this Agreement.
- (d) We rely on the data provided by Embedded Providers to provide the Services. We do not guarantee or otherwise endorse the services of the Embedded Providers, including that the data provided by the Embedded Providers will be accurate or complete.
- (e) You acknowledge that Xpress Super uses third-party SMSF administration platforms, including Class Super and BGL, to provide the Services and that the availability, functionality and accuracy of information within those platforms is dependent on those providers.

6 FEES

- (a) The Services are subject to the fees ("**Fees**") which are set out in our Fee Schedule on our Website. Fee Schedule provided to you at commencement and updated from time to time in accordance with clause 21(a).
- (b) Fees accrue each month throughout the financial year in which Services are provided.
- (c) We will also be entitled to be reimbursed for any fees or expenses we have paid on your behalf in accordance with the Fee Schedule ("**Reimbursement Charges**").
- (d) Xpress Super will charge a cancellation fee in accordance with the Fee Schedule ("**Cancellation Fee**") where:
 - (i) the SMSF establishment or transfer paperwork is not returned to Xpress Super within 90 days of the date the Client Engagement Form was submitted to Xpress Super;
 - (ii) you submit a Client Engagement Form with an election to establish a SMSF, Xpress Super proceeds to establish the SMSF but is later notified by the ATO that you are unable to have a SMSF and the SMSF must be closed;
 - (iii) if you terminate, or are deemed to have terminated, the provision of Services by Xpress Super within 12 months from the date the Client Engagement Form was submitted, Xpress Super may charge an early termination fee. This fee represents a reasonable estimate of the costs incurred by Xpress Super in establishing the SMSF, completing onboarding activities and allocating resources to provide the Services.
 - (iv) you fail to comply with your obligations under this Agreement which results in Xpress Super terminating this Agreement; or

- (v) you submit a Client Engagement Form to Xpress Super but do not proceed to engage Xpress Super to provide the Services.
- (e) We will provide you with notice where we intend to charge a Cancellation Fee in accordance with clause 6(d).

7 DEDUCTION OF FEES

- (a) You must ensure that at all times Xpress Super has a valid Direct Debit Authority Service Agreement under which Xpress Super may debit amounts that it is entitled to receive under this Agreement.
- (b) If a transaction cannot be processed pursuant to the Direct Debit Authority Service Agreement for any reason, including because of insufficient funds, you will be liable to pay the Dishonour Fee.
- (c) Fees, Reimbursement Charges and Cancellation Fees are payable at the times prescribed in the Fee Schedule.
- (d) If an amount payable by the Client remains overdue for 30 days, we will charge you default interest from that date until the amount is paid in full. Default interest is charged at the rate equal to the Cash Rate Target (being the percentage (or maximum percentage) specified by the Reserve Bank of Australia as the Cash Rate Target) as at the date of the invoice plus 5%
- (e) Title to any documents prepared in connection with the Services does not pass to you until all amounts are paid in full to Xpress Super. Xpress Super retains ownership of all working papers and draft documents relating to you and/or the SMSF. Until payment is received in full, Xpress Super is not obligated to supply documents and information to you.

8 OUR OBLIGATIONS

- (a) You acknowledge and agree that we are not required to commence Services until:
 - (i) completed and returned the Client Engagement Form and all SMSF establishment or transfer documentation requested by Xpress Super;
 - (ii) paid any outstanding Fees to Xpress Super in full; and
 - (iii) signed the Direct Debit Authority Service Agreement and returned this to Xpress Super.
- (b) Xpress Super undertakes that in providing the Services, it will exercise reasonable care and skill.
- (c) Xpress Super will be deemed to have notified all trustees of the SMSF if Xpress Super notifies the primary contact elected on the Client Engagement Form. Notification may be made by Xpress Super by email or by phone.

- (d) You acknowledge that we may subcontract some or all of the Services to third-party providers, related entities, contractors or Overseas Personnel without providing you with notice or otherwise requiring your consent.

9 CLIENT OBLIGATIONS

- (a) You acknowledge and agree that:
 - (i) you will provide all material, information and assistance requested by Xpress Super as necessary to provide the Services in full and by no later than 90 days after such material, information and assistance is requested;
 - (ii) you will provide Xpress Super with all required authorities as necessary to allow Xpress Super to provide the Services, including data feed and access authorities;
 - (iii) you will provide Xpress Super with all valid instructions reasonably necessary to enable Xpress Super to provide the Services, and where Xpress Super requests instructions, that you will provide those instructions within 90 days after such request;
 - (iv) you will promptly inform Xpress Super of any material change to the SMSF, or SMSF members;
 - (v) You acknowledge that you remain responsible for reviewing information made available to you through the Platform and notifying Xpress Super of any apparent errors.
 - (vi) you will ensure that all information relating to the SMSF or SMSF members provided to Xpress Super (including in the Client Engagement Form) is true, accurate, complete and not misleading; and
 - (vii) Xpress Super will rely on the information or material provided by you and is not obliged to verify such information to confirm its accuracy, validity or completeness. This includes, but is not limited to, documents which on their face purport to have been signed by the relevant members or trustees of the SMSF.
- (b) You acknowledge that:
 - (i) you are solely responsible for managing the SMSF's assets in accordance with the SMSF's investment strategy and ensuring that the SMSF's funds are invested appropriately;
 - (ii) you are solely responsible for complying with the SMSF's trust deed and applicable laws;
 - (iii) Xpress Super does not provide any personal financial product advice, investment advice or legal advice and therefore does not take any responsibility for the investment strategy or decisions of the SMSF; and
 - (iv) you are solely responsible for the operation, management and compliance of the SMSF.

- (c) You undertake to:
- (i) provide us with an authority (in the form we require) to enable SuperGuardian to act as the tax agent of the SMSF;
 - (ii) ensure that Xpress Super is the sole SMSF administrator appointed for the Services;
 - (iii) not provide access to the Platform to any other person;
 - (iv) assist Xpress Super by, within a reasonable time and without delay, providing Xpress Super with any documents or information that Xpress Super may reasonably request from you that is necessary for the provision of the Services;
 - (v) immediately notify Xpress Super if you receive a determination that the SMSF is non-complying or for any reason ceases to exist or of any other matter that may affect the administration of the SMSF; and
 - (vi) notify Xpress Super as soon as practicable where any information previously supplied to Xpress Super has changed or is incorrect.

- (a) The Client acknowledges and agrees that Xpress Super is required to comply with applicable anti-money laundering and counter-terrorism financing laws, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* ("AML/CTF Laws").
- (b) The Client must provide Xpress Super with all information and documentation reasonably requested by Xpress Super to enable it to comply with its obligations under AML/CTF Laws, including information required to:
 - (i) verify the identity of the Client, SMSF members, trustees, directors of corporate trustees and beneficial owners;
 - (ii) determine the source of funds and, where reasonably required, source of wealth; and
 - (iii) undertake ongoing customer due diligence and monitoring.
- (c) The Client warrants that all information and documentation provided to Xpress Super for AML/CTF purposes is true, accurate, complete and not misleading and must promptly notify Xpress Super if any such information changes or becomes inaccurate.
- (d) The Client acknowledges that Xpress Super may, to the extent permitted by law:
 - (i) request updated information or documentation from time to time;
 - (ii) delay, suspend or refuse to provide Services where required information has not been provided or where Xpress Super is unable to satisfactorily verify the identity of the Client or any relevant person; and
 - (iii) terminate this Agreement where Xpress Super reasonably considers that continuing to provide Services may result in a breach of AML/CTF Laws, sanctions obligations or Xpress Super's internal compliance requirements.
- (e) The Client acknowledges that Xpress Super may be required by law to disclose information relating to the Client, the SMSF or related transactions to regulatory or government authorities, including AUSTRAC, without notice to the Client.
- (f) The Client consents to Xpress Super using electronic identity verification services and other reasonable verification methods to comply with its AML/CTF obligations.
- (g) The Client acknowledges that failure to provide information or documentation requested by Xpress Super may result in delays, suspension or termination of Services, and Xpress Super will not be responsible for any loss arising from such delay, suspension or termination.
- (h) The Client indemnifies Xpress Super against any Loss arising from the Client's failure to provide accurate, complete or timely information required under this clause or the Client's breach of AML/CTF obligations under this Agreement.

- (a) You represent and warrant that:
- (i) you have the necessary power, capacity and ability to fulfil your obligations under this Agreement;
 - (ii) you understand that the Services are provided on an execution-only basis and that we are not providing you with any advice or recommendations with respect to the Services, including whether they are appropriate for your personal circumstances;
 - (iii) your use of the Services will not contravene any applicable law or regulation;
 - (iv) you will only use the Services in accordance with this Agreement;
 - (v) you have authority to bind the SMSF pursuant to the constituent documents of the SMSF and applicable laws; and
 - (vi) where there is more than one individual trustee or director of a corporate trustee, any decision or instruction provided to Xpress Super by you binds all of the trustees/corporate trustee (as applicable).
 - (vii) You acknowledge that Xpress Super provides administration services only and does not provide financial advice, investment recommendations, product recommendations, legal advice or recommendations regarding the establishment, operation or investment strategy of the SMSF.
- (b) The warranties in this clause 11 are repeated on each occasion you provide information or instructions.

12 LIMITED POWER OF ATTORNEY

- (a) You agree to appoint SuperGuardian Administration Pty Ltd as your attorney to do any act or thing in your name that is reasonably necessary to enable SuperGuardian Administration Pty Ltd to perform administrative functions associated with the Services on behalf of Xpress Super. You agree to execute a limited power of attorney in the form reasonably required by Xpress Super for this purpose.
- (b) You agree to ratify anything done by the attorney under the limited power of attorney provided for the purposes of section 9(a). An attorney may delegate its powers (including the power to delegate) to any person for any period and may revoke the delegation.
- (c) You agree to indemnify and pay on demand to the attorney any expenses or liabilities incurred by the attorney which arise from the lawful exercise of any right by the attorney under the power of attorney provided for the purposes of section 12(a).

13 INTELLECTUAL PROPERTY

- (a) We own all right, title and interest in the Services and associated content, service marks, logos, Website and other materials produced by Xpress Super ("**Xpress Intellectual Property**").

- (b) You are only permitted to use the Services and Xpress Intellectual Property in accordance with this Agreement. We grant you a revocable, non-exclusive and non-transferable licence to use the Xpress Intellectual Property during the period you use our Services.

14 PROMOTIONS

We may make certain offers, or carry out promotions or contests ("**Promotions**"). Additional terms may apply to Promotions. In the event of any inconsistency between this Agreement and the terms of any Promotion, the terms of the Promotion prevail over this Agreement to the extent of any inconsistency.

15 LIABILITY AND INDEMNITY

- (a) All express or implied guarantees, warranties, representations, statements, terms and conditions relating to the Services that are not contained in this Agreement are excluded to the maximum extent permitted by law.
- (b) In particular, and without limiting paragraph (a):
 - (i) while we endeavour to provide convenient and functional Services, we do not guarantee that your requirements will be met or that your use of the Services will be uninterrupted error free or that the Services are free of viruses or other harmful components; and
 - (ii) we cannot be responsible for any Loss, corruption or interception of data sent to or from our Services which occurs outside of our computer system (such as those which occur while being sent over the internet).
- (c) Nothing in these terms of use excludes, restricts or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any legislation which cannot lawfully be excluded or limited.
- (d) If any guarantee, term, condition or warranty is implied into this Agreement under the Australian Consumer Law or any other applicable legislation ("**Non-Excludable Provision**") and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for a breach of the Non-Excludable Provision is limited to the supplying of the services again, or the payment of the cost of having the services supplied again.
- (e) Subject to clauses 15(f) and 15(g), our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to this Agreement or the Services is limited to A\$50,000 except to the extent such claims are caused by our fraud or wilful misconduct.
- (f) Subject to our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:
 - (i) special, indirect, consequential, incidental or punitive damages; or

- (ii) damages for loss of profits, revenue, goodwill, anticipated savings or loss or corruption of data,

whether in contract, tort (including negligence), in equity, under statute or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

- (g) Our liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.
- (h) You agree to indemnify Xpress Super and its officers, directors and employees from and against any Loss arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry or other proceeding instituted by a person or entities that arises or relates to:

- (i) your breach of this Agreement;
- (ii) your fraud, negligence or wilful misconduct,

except to the extent caused or contributed by our fraud, negligence or wilful misconduct.

16 TERMINATION

- (a) This Agreement may be terminated without cause by either party providing 30 days written notice to the other party.
- (b) You will be deemed to have terminated this Agreement if:
 - (i) you have not returned signed copies of any SMSF establishment documents within 90 days of receiving them; or
 - (ii) you have not responded to any request for documents or further information by Xpress Super within 90 days of receiving the request.
- (c) Xpress Super may terminate this Agreement by giving 10 Business Days' written notice to you if you acquire or invest in products that are not supported by Embedded Providers. We may charge additional Fees for supporting these products in lieu of termination pursuant to this clause in our absolute discretion.
- (d) This Agreement may be terminated immediately by written notice to the other party if the other party breaches the Agreement, and in the case of a breach which is capable of being remedied, does not remedy that breach within 5 Business Days of being required in writing to do so.
- (e) We may suspend the Services immediately if:
 - (i) you fail to pay any amount that is payable under this Agreement; or
 - (ii) you are, or are likely to become, insolvent.

- (f) If this Agreement is terminated pursuant to clause 16(a) – 16(c) after a period of 12 months from the date you have engaged us to provide the Services, then we will reimburse you for the portion of Fees which have not accrued at the date of termination.
- (g) If this Agreement is terminated, then:
 - (i) Xpress Super is not responsible for any delays caused by the Client's failure to appoint replacement providers; and
 - (ii) subject to any outstanding Fees being paid in full, including any Cancellation Fee, Xpress Super will provide documents belonging to you or the SMSF.
- (h) Termination of this Agreement does not affect any obligations incurred on or prior to the date of termination.

17 LINKS

The Services may contain links to other third party websites and advertisements which include embedded links, which are provided for your information only. We have not reviewed any of the sites linked to the Services and are not responsible for the content or accuracy of any offsite pages or any other sites linked to the Services. The inclusion of any link or advertisement does not imply that we endorse or approve the linked site or the subject matter of the advertisement. You access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

18 FORCE MAJEURE

We will not be liable for our inability to perform our obligations under this Agreement as a result of an act of God, national emergency, war, act of terrorism, a change in governmental regulations which would have a prohibitive impact on services under or related to this Agreement, labour dispute (other than a dispute that only affects us), or any other cause beyond our reasonable control ("**Force Majeure Event**"). If such a Force Majeure Event occurs, we must use all reasonable endeavours to overcome that Force Majeure Event.

19 PRIVACY

We will collect, handle and use your personal information in accordance with our Privacy Policy, which is available at www.xpresssuper.com.au ("**Privacy Policy**"). Our Privacy Policy contains important information about the purposes for which we collect personal information, the entities to which we may disclose the information we collect (including any overseas disclosures that we may make), how you can access and seek correction of the personal information we hold about you or how you can make a complaint about our handling of your personal information.

You acknowledge that Xpress Super may disclose personal information to related entities, contractors and service providers, including personnel located outside Australia, including in the Philippines.

20 DISPUTE RESOLUTION

- (a) If you wish to make a complaint about the Services, you can contact us by email at administration@xpresssuper.com.au or by calling us at 1300 216 890. Please include

your name, email address and/or telephone number and set out as much information as possible concerning your complaint.

- (b) We treat all information submitted in connection with a complaint in confidence. Any information collected during the internal dispute resolution process is collected for the purpose of evaluating and improving the process.
- (c) We seek to acknowledge receipt of all complaints within 5 Business Days and resolve all complaints within 20 Business Days. This may not be possible in all circumstances and will depend on the nature of any particular complaint.
- (d) We may contact you to discuss your complaint and may ask you to provide additional information.
- (e) Where we cannot resolve a complaint within 20 days, we will notify you of the reasons for the delay and we will provide you with an indication of when we expect to resolve the complaint.
- (f) We will give you a written response to your complaint and the reasons for reaching a particular decision. If you believe that we have failed to address your complaint satisfactorily, we will provide you with information about any further steps you can take.
- (g) If you are not happy with our response, where applicable, you may escalate your complaint to the Australian Financial Complaints Authority ("AFCA"). AFCA's contact details can be found at www.afca.org.au.

21 GENERAL

- (a) We may unilaterally vary this Agreement (including, for the avoidance of doubt, Services Schedule and Fee Schedule) from time to time by providing you with at least 30 days' notice. We will display a notice on the Website (and notify you through the Application) indicating when any such revisions have been made. By continuing to access the Services once the revised Agreement has become effective, you agree to be bound by such revised Agreement. If you do not agree to the revised Agreement you must not access the Services and you should contact your Client Manager to terminate the Agreement.
- (b) If any part of this Agreement is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- (c) This Agreement is governed by the laws of South Australia. Each party submits to the non-exclusive jurisdiction of the courts of South Australia.
- (d) This Agreement supersedes all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.
- (e) Neither party will be liable for any failure or delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond that party's reasonable control.

- (f) You agree that we may communicate with you electronically for all aspects of your use of the Services, including sending you electronic notices.
- (g) The provisions of this Agreement which by their nature survive termination or expiry of this Agreement will survive termination or expiry of this Agreement.
- (h) No waiver, delay or failure by us to take any action shall constitute or be construed as a waiver of that or any other term, condition, option, privilege or right we may have.

22 DEFINITIONS

In these Terms, unless the context otherwise requires:

- (a) **Additional Services** means the additional services described in clause 4 and Services Schedule.
- (b) **Annual Services** means the annual services described in clause 4 and Services Schedule.
- (c) **Approved Cash Account** means any cash account we prescribe from time to time as being compatible with the Services.
- (d) **Approved Trading Account** means any share trading account we prescribe from time to time as being compatible with the Services.
- (e) **Business Day** means Monday to Friday in South Australia, except a day which is a proclaimed public holiday in South Australia.
- (f) **Client Engagement Form** means the client engagement form lodged by you with Xpress Super for the provision of Services by Xpress Super.
- (g) **Direct Debit Authority Service Agreement** means the direct debit authority service agreement entered into between you and Xpress Super from time to time.
- (h) **Dishonour Fee** means the dishonour fee set out in the Fee Schedule.
- (i) **Establishment Services** means the establishment services described in clause 3.
- (j) **Fee Quote** means a quote provided by Xpress Super to the Client setting out the fees payable by the Client for Xpress Super to provide the Additional Services.
- (k) **Fee Schedule** means the fees and costs document provided to you with the Client Engagement Form and as updated by us from time to time.
- (l) **Platform** means the Xpress Super interface with the underlying platform provided by Class Super or BGL.
- (m) **You** means the trustees of the proposed or registered SMSF, or the directors of the corporate trustee of the SMSF (in their personal capacity as director) (as applicable) at all relevant times.

- (n) **Loss** means any loss, damage, liability, cost, expense, claim, proceeding, penalty or charge.
- (o) **Overseas Personnel** means employees, contractors, related entities, service providers or other personnel located outside of Australia who assist Xpress Super in providing the Services.
- (p) **Website** means our website available at www.xpresssuper.com.au.
- (q) **Xpress Super, we, us or our** means Xpress Super Pty Ltd ABN 23 158 512 835.