



**COMBINED FINANCIAL SERVICES GUIDE AND PRODUCT  
DISCLOSURE STATEMENT  
CLEARING HOUSE**

**ClickSuper Pty Ltd  
Trading as Wrkr PAY  
ABN 48 122 693 985 AFSL No. 337805**

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## Table of Contents

<b>1.</b>	<b>ABOUT THIS DOCUMENT AND THE ISSUER</b>	<b>1</b>
<b>2.</b>	<b>FINANCIAL SERVICES GUIDE</b>	<b>1</b>
2.1	Introduction	1
2.2	Purpose	1
2.3	Roles and Contact Details	1
2.4	Support	2
2.5	Remuneration	2
2.6	Complaints	2
<b>3.</b>	<b>PRODUCT DISCLOSURE STATEMENT</b>	<b>4</b>
3.1	About the Product Disclosure Statement	4
3.2	About Wrkr and the Clearing House	4
3.3	Benefits	5
3.4	Managing Risk	5
3.5	Fees and other costs	7
<b>4.</b>	<b>CLEARING HOUSE: TERMS AND CONDITIONS</b>	<b>7</b>
4.1	Application and Wrkr Platform Terms	7
4.2	Registration	7
4.3	Authorised Persons	8
4.4	Your Institution Account	9
4.5	Wrkr Clearing House	10
4.6	Access and use	10
4.7	Processing of Payment Instructions	11
4.8	Direct Debit	11
4.9	Electronic Funds Transfer (EFT)	12
4.10	BPay	12
4.11	All payment methods	13
4.12	Payment Status	15
4.13	Returned Payment Instruction or Payment	16
4.14	Returned Debit	16
4.15	Returned Credit	16
4.16	Trust Account	17
4.17	Changes to your details	17
4.18	Cancellation of Clearing House	17
4.19	GST	18
4.20	Privacy	18
4.21	Communications and Notice	19

4.22	Ant-Money Laundering and Counter-Terrorism Financing Laws	19
4.23	Changes to these Wrkr T&Cs	20
4.24	Representations, warranties, liabilities and indemnities	21
4.25	Co-operation	22
<b>5.</b>	<b>DISPUTES AND ERRORS</b>	<b>23</b>
5.1	Disputes and Errors	23
5.2	Our Investigation	23
5.3	Outcome	24
5.4	If you are not satisfied	24
5.5	Dispute resolution process	25
5.6	No arbitration or court proceedings	25
5.7	Notification of dispute	25
5.8	Escalation of Dispute	26
5.9	Continuation of Services	26
<b>6.</b>	<b>DEFINITIONS</b>	<b>27</b>
6.1	Definitions and interpretation	27
6.2	Interpretation	29

## 1. ABOUT THIS DOCUMENT AND THE ISSUER

This combined Financial Services Guide (“**FSG**”) and Product Disclosure Statement (“**PDS**”) is prepared and provided by ClickSuper Pty Ltd (ABN 48 122 693 985), trading as WRKR PAY, holder of Australian Financial Services Licence Number 337805 (“**Wrkr**, “**we**” or “**us**”). ClickSuper Pty Ltd is a wholly-owned subsidiary of Wrkr Ltd (ABN 50 611 202 414).

## 2. FINANCIAL SERVICES GUIDE

### 2.1 Introduction

Wrkr is the provider of a clearing house facility that offers a simple and efficient way for employers and Approved Partners (“**you**”) to process and pay superannuation contributions on behalf of employees (“**Wrkr Clearing House**”). Wrkr holds an Australian Financial Services Licence No. 337805 which authorises it to provide general financial product advice on, and deal in, non-cash payment products.

You can access and use the Wrkr Clearing House after you register with us and accept the terms and conditions included in this combined FSG & PDS.

### 2.2 Purpose

The purpose of this FSG is to help you decide whether you should use the financial services and products offered by Wrkr. It includes information on:

- Wrkr, its role and contact details;
- the services and products that Wrkr is authorised to provide to you;
- Wrkr’s remuneration; and
- how Wrkr deals with complaints.

### 2.3 Roles and Contact Details

Wrkr is the issuer of the Wrkr Clearing House. The Wrkr Clearing House is a clearing house system that allows employers to process and pay superannuation contributions on behalf of their employees. Wrkr is also authorised to provide general financial product advice on non-cash payment products such as the Clearing House.

Wrkr's contact details are as follows:

Address: Suite 10.01, Level 10  
151 Castlereagh St  
Sydney NSW 2000  
Email: [support@wrkr.com.au](mailto:support@wrkr.com.au)  
Web site: [wrkr.com.au](http://wrkr.com.au)

## **2.4 Support**

Wrkr has a dedicated team to support queries relating to the Wrkr Clearing House. You can contact support by sending an email to [support@wrkr.com.au](mailto:support@wrkr.com.au).

## **2.5 Remuneration**

Wrkr will receive fees for the processing of superannuation contributions through the Wrkr Clearing House. It may also receive interest on funds held in the "**Wrkr Trust Account**". The Wrkr Trust Account is the account into which superannuation contributions are deposited before being transferred to the relevant recipient.

Wrkr's staff that are involved in the provision of financial services receive a base salary and may also receive performance-based bonuses. Bonuses are discretionary and are paid and received annually according to individual performance during the year.

Third parties who introduce you to Wrkr may earn remuneration (including commission) or other benefits for referring you.

## **2.6 Complaints**

If you have a comment or complaint about Wrkr, please contact the Wrkr Help Desk at [support@wrkr.com.au](mailto:support@wrkr.com.au) and Wrkr will try to resolve the matter quickly.

If you are not satisfied with the response you can ask for a review of the matter and an officer with appropriate authority to resolve disputes will investigate your complaint thoroughly.

If Wrkr has been unable to resolve your complaint satisfactorily, you may wish to contact the Australian Financial Complaints Authority (AFCA), an independent dispute resolution service. Its dispute resolution services are free to consumers.

You are able to use AFCA if you fall within the definition of an individual or "small business". If not, resolution of any dispute will be governed by the alternative process detailed in the terms and conditions between us and you.

You may contact AFCA:

AFCA

AFCA Service Complaints

Australian Financial Complaints Authority

GPO Box 3

Melbourne, VIC, 3001

(p) 1800 931 678

(e) [info@afca.org.au](mailto:info@afca.org.au)

(w) [www.afca.org.au](http://www.afca.org.au)

### 3. PRODUCT DISCLOSURE STATEMENT

#### 3.1 About the Product Disclosure Statement

This Product Disclosure Statement (“**PDS**”) is issued by ClickSuper Pty Limited, trading as Wrkr PAY, ABN 48 122 693 985 (“**Wrkr**”) Australian Financial Services Licence (“**AFSL**”) No. 337805. Wrkr is the provider of a clearing house facility that offers a simple and efficient way for employers and Approved Partners (“**you**”) to process and pay superannuation contributions on behalf of your employees (“**Wrkr Clearing House**”).

This PDS contains information about the Wrkr Clearing House, including the terms and conditions that govern its use. The PDS is designed to provide you information about the Wrkr Clearing House to help you decide if it’s what you need. We are required to provide a PDS under the *Corporations Act 2001* (Cth) (“**Act**”).

You should read this PDS carefully before deciding to use the Wrkr Clearing House and keep it for future reference. We may need to update this PDS from time to time. We’ll do this if certain changes occur, and we are required and permitted by law to do so. Changes to this PDS will be notified to you in accordance with the requirements of the Act.

#### 3.2 About Wrkr and the Wrkr Clearing House

Wrkr is the issuer of the Wrkr Clearing House, which is a non-cash payment product. Wrkr holds an AFSL No. 337805 which authorises it to provide general financial product advice on, and deal in, non-cash payment products.

Wrkr allows you to manage all types of superannuation contributions, to a range of superannuation funds, including self-managed superannuation funds.

You may initiate payment instructions via a file generated from your existing payroll service provider, accounting or payroll software product, or by entering data directly into the Wrkr Clearing House.

You will be required to remit funds matching your authorised payment instruction to the Wrkr Clearing House bank account via Direct Debit, Electronic Services Payment or BPAY®. The funds held in the Wrkr Clearing House bank account are on an ‘in trust for’ basis. You also need to provide us with details of a bank account that we can direct refunds to if required.

Once funds are cleared into our bank account, payments are remitted to the nominated employee superannuation fund.

To meet your superannuation payment obligations under the *Superannuation Guarantee*

(Administration) Act 1992 (Cth), you should understand the payment processing times. These have been outlined in the terms and conditions of this PDS.

A payment status update will let you know the progress of the payment instructions and whether you need to take any further action.

Wrkr provides an easily accessible online access record of all Wrkr Clearing House payments.

In addition, Wrkr will provide to the superannuation funds the information you are required to give the funds, when you make superannuation contributions for your employees.

### **3.3 Benefits**

The benefits of the Wrkr Clearing House include, but are not limited to:

Compliance	Superannuation payments are compliant with the ATO under the Superstream standards which are used by most super funds and payrolls.
Time saving	All types of superannuation contributions and payments can be managed efficiently. Multiple payments to multiple destinations can be aggregated into a single payment.
Availability	Our secure website is available seven days a week, twenty four hours a day.
Security	Wrkr participates in information security management practices and certifies against iso27001 and soc2.

### **3.4 Managing Risk**

There are a number of risks for you when making contributions to superannuation on behalf of employees whether or not you use a non-cash payment facility such as the Wrkr Clearing House. Some of the significant risks associated with using the Wrkr Clearing House are listed below and the list is not intended to be exhaustive. You should consider these risks when considering whether this product is appropriate for you.

#### **Receipt by due date**

There is a risk that superannuation contributions are not received by the superannuation funds by due dates. You should be aware of your superannuation guarantee contribution due dates set by the ATO.

Delays could occur where:

- you do not allow sufficient time for the payments to be processed;
- there are errors in the information you have entered in your payment instruction;
- there are insufficient monies in your nominated account at the time the direct debits are processed;
- payments are rejected by the recipients' financial institution.

To reduce the risk we recommend that you submit and authorise payment instructions well in advance of the due dates.

### **Cyber-Security and System Risks**

You are responsible for providing and maintaining the means by which you access the website and Wrkr Clearing House. Unless adequate precautions are taken it is possible that unauthorised persons could gain access to the service and send us instructions using your authorisations. To reduce the risk you should ensure personnel take appropriate security measures, including protecting access to passwords.

### **Operational and Information Technology (IT) Risk**

The Wrkr Clearing House and website are operational 24 hours a day, 7 days a week. The service provided by Wrkr could be disrupted if failure occurs with the technology or systems used by Wrkr and our service providers. There may be periods throughout the year where maintenance may be required and service may be interrupted for short periods of time.

### **Delay or loss of funds**

There is a risk that your money may be delayed or lost due to unforeseen circumstances. Wrkr will not provide a refund in such circumstances. This includes catastrophic disasters, pandemics, terrorist attacks, and other events beyond our control that affects our services.

### **Counterparty risk**

You are reliant on our ability to meet our obligations to you. This risk is often described as "counterparty risk". We are also reliant on agreements that we have entered into with third party service providers and the actions of these third parties may impact on our ability to fulfil our obligations to you.

### **3.5 Fees and other costs**

Fees vary depending on a number of different factors including the services selected, payment method, transaction volumes, payroll system integrations and number of employees. Not all fees will apply to all customers.

Customers will be provided with a personalised fee schedule or notified of applicable fees before fees are charged. Fees may be negotiated or varied by agreement and confirmed in writing prior to service commencement.

Where relevant, Wrkr will provide you with an invoice each month. Where relevant, it will contain details of the payment instructions, payments and fees incurred during that month.

You should check the invoice and notify us if you identify any errors or unauthorised payment instructions and/or fees.

## **4. WRKR CLEARING HOUSE: TERMS AND CONDITIONS**

### **4.1 Application and Wrkr Terms and Conditions**

- (a) These Wrkr Terms and Conditions (**Wrkr T&Cs**) apply to your access to and use of the Wrkr Clearing House and form part of the PDS.
- (b) These Wrkr T&Cs are product-specific terms for the purposes of the Wrkr Platform Terms and Conditions (**Wrkr Platform Terms**). The Wrkr Platform Terms also apply to your use of, and access to, the Wrkr Clearing House, however, to the extent of any inconsistency between these Wrkr T&Cs and the Wrkr Platform Terms, precedence will be given to these Wrkr T&Cs.
- (c) Capitalised terms used throughout these Wrkr T&Cs have the meaning given to them in these Wrkr T&Cs and/or in the Wrkr Platform Terms.

### **4.2 Registration**

- (a) To apply to use the Wrkr Clearing House you must complete the registration process.
- (b) Registration must be completed via Wrkr's website, utilising the ABN of the entity that wishes to use the Wrkr Clearing House.
- (c) You must nominate a person authorised to establish and operate the

Wrkr Clearing House, including your Account, on your behalf. This person will be referred to as the **Administrator**. You must:

- (i) only nominate an authorised representative as your Administrator;
  - (ii) provide a name, telephone number and email address for the Administrator; and
  - (iii) where your contribution payment method is direct debit, ensure the Administrator is an authorised signatory, or a person authorised to effect transactions, on your Institution Account.
- (d) You must provide all required application information to us and meet any specific requirements advised by us to you, before we accept your registration.
- (e) We will advise you whether your registration to use the Wrkr Clearing House has been accepted. We reserve the right, at our discretion, to decline your registration.
- (f) Your Administrator will set up an Account upon registration to access and use the Wrkr Clearing House in accordance with these Wrkr T&Cs and the Wrkr Platform Terms.

### **4.3 Authorised Persons**

- (a) The Administrator has the authority to create Payment Instructions on your behalf.
- (b) The Administrator may nominate other Personnel that will have the authority to register for access and use of the Wrkr Clearing House and create Payment Instructions on your behalf. These persons are considered **Users** for the purposes of the Wrkr Clearing House, as such term is defined in the Wrkr Platform Terms.
- (c) Where your selected payment method for contributions is direct debit, in addition to the requirements at 4.2(c) above, the Administrator or any User who authorises Payment Instructions must be an authorised signatory, or a person authorised to effect transactions, on your Institution Account.
- (d) It is your responsibility to ensure that the Administrator and each User comply with all obligations and responsibilities imposed on you under

these Wrkr T&Cs and the Wrkr Platform Terms.

- (e) Without limiting 4.3(d), you must ensure that the Administrator and each User do not:
  - (i) make any unauthorised transmission of confidential information; and/or
  - (ii) publish or give away records relating to employees to third parties when using the Wrkr Clearing House.

#### **4.4 Your Institution Account**

- (a) You acknowledge and agree that it is your responsibility to advise us if you make any changes to your Institution Account, including changes to the authority arrangements for the Institution Account.
- (b) Where you are using direct debit as your superannuation contributions payment method, you:
  - (i) must nominate an Institution Account to be used as the debit account by us, under the Direct Debit Request, for all Payment Instructions; and
  - (ii) clause 4.8 of these Wrkr T&Cs applies.
- (c) Where you are using EFT as your superannuation contributions payment method, you will be provided with a BSB and Account Number to use for all Payment Instructions. We will provide you with 10 Business Days written notice if these details change. Clause 4.9 of these Wrkr T&Cs also applies to the EFT payment method.
- (d) Where you are using BPAY as your contributions payment method, you will be provided with a Biller Code and customer reference number (**CRN**) to be used for all Payment Instructions. We will provide you with 10 Business Days written notice if these details change. Clause 4.10 of these Wrkr T&Cs also applies to the BPAY payment method.
- (e) In respect of all payment methods, you are responsible for all fees and charges levied by Your financial institution in connection with the Payment Instruction. This includes fees and charges incurred because of insufficient funds in the Institution Account.

- (f) To the extent permitted by law, you acknowledge and agree that we are not liable for any Loss or Claim for not processing any Payment Instructions due to our inability to draw funds from your Institution Account.
- (g) Unless we have been previously informed of any change to your Administrator or Users or to your bank authority arrangements, you acknowledge and agree that we are under no obligation to undertake any checks to verify that an instruction or Payment Instruction received by us was authorised by your current Administrator or Users.

#### **4.5 Access and Use**

- (a) Access to the Wrkr Clearing House is through the Wrkr website. The Wrkr website and Wrkr Clearing House is generally available for use 24 hours per day, 7 days per week, except during system maintenance periods. Maintenance will, to the extent possible, be scheduled during periods of minimal use.
- (b) To the extent permitted by law, we will not be liable to you for any Loss or Claim in connection with, or arising as a result of, the Wrkr website and Wrkr Clearing House being unavailable during periods of system maintenance.
- (c) You are responsible for providing and maintaining all equipment and software browsers necessary to establish a connection to the internet, as well as all third party charges to maintain such connection (eg telephone and ISP (Internet Service Provider) services) in order to access, and use, the Wrkr website and Wrkr Clearing House.
- (d) You are responsible for maintaining your own industry standard anti-virus and firewall products and other security measures to protect the security of your computer hardware and software.
- (e) We are not responsible for the operation of any secure electronic system (other than our own systems), any other electronic system or ancillary equipment when you use the Wrkr Clearing House.

#### **4.6 Access and use**

- (a) The Administrator and each User must create a Password and multi-factor authentication (MFA) method to access and use their Account.

- (b) Access to the Wrkr Clearing House involves the application of identification protocols in conjunction with encryption technology – namely through the User ID and Password. It is your responsibility to ensure that the Administrator and each User protects the security of their User ID and Password.
- (c) You must advise us as soon as possible if a User ID and Password is lost or stolen, you identify that an unauthorised Payment Instruction has been given using the User ID or Password, or you have a suspicion that an unauthorised person is using a Password. You may send an enquiry to the Wrkr support team at [support@wrkr.com.au](mailto:support@wrkr.com.au).
- (d) It is your responsibility to access and use, and ensure the Administrator and each User access and use, the Wrkr Clearing House in accordance with all acceptable use provisions in the Wrkr Platform Terms, including as set out in clause 10.
- (e) You agree to maintain and update the records and details used in the Payment Instructions. If details are changed online, you acknowledge and agree we will not investigate these changes or authenticate them.

#### **4.7 Processing of Payment Instructions**

- (a) You authorise us to accept and process any Payment Instructions that have been sent using the Wrkr Clearing House and which appear to have been correctly authorised by you.

#### **4.8 Direct Debit**

- (a) Where your payment method is direct debit, you acknowledge and agree that, following receipt by us of a Payment Instruction authorised by you the amount specified in the Payment Instruction will be debited from your Institution Account and transferred into the Wrkr Trust Account.
- (b) You acknowledge and agree that it is your responsibility to ensure that you have sufficient funds available in the Institution Account to permit the processing of a debit in accordance with the Payment Instruction on the Debit Day. If there are insufficient funds in the Institution Account or funds cannot be debited from your Institution Account, the related Payment will not be processed.
- (c) You warrant that funds debited from your Institution Account in accordance with Payment Instruction are free of any Encumbrance.

- (d) If we receive a Payment Instruction before 4.00 pm AEST on a Business Day, the debit of your Institution Account should occur overnight. If we receive a Payment Instruction on a non-Business Day or after 4.00 pm AEST on a Business Day, the debit of your Institution Account should occur overnight on the next Business Day occurring.
- (e) Funds transferred into the Wrkr Trust Account must remain in the account for a minimum period of 3 Business Days to ensure the debit will be honoured by Your financial institution of the relevant Institution Account. Cleared funds will be distributed to the Recipient's Account on the next Business Day.

#### **4.9 Electronic Funds Transfer (EFT)**

- (a) Where your payment method is EFT, you acknowledge and agree that, following receipt by us of a Payment Instruction, the amount specified in the Payment Instruction will be transferred into the Wrkr Trust Account.
- (b) If there are insufficient funds transferred into the Wrkr Trust Account in respect the amount specified in the Payment Instruction, the related Payment will not be processed.
- (c) If you make payment by EFT from Your financial institution's payment platform before 5pm AEST time, your payment will normally be received by your Superannuation Fund two business days later. If you make payment after 5pm AEST, payments may be received 3 Business Days later.

#### **4.10 BPay**

- (a) Where your payment method is BPAY, you acknowledge and agree that, following receipt by us of a Payment Instruction, the amount specified in the Payment Instruction will be transferred into the Wrkr Trust Account by BPAY to the biller code using the customer reference number provided by Wrkr to you.
- (b) If there are insufficient funds transferred into the Wrkr Trust Account in respect of the amount specified in the Payment Instruction, the related Payment will not be processed.

- (c) If you make payment by BPAY from Your financial institution's payment platform before 6pm AEST time, your payment will normally be received by your Superannuation Fund 2 Business Days later.
- (d) If you make payment after 6pm AEST, payments may be received 3 Business Days later.

#### **4.11 All payment methods**

- (a) If you pay an amount greater than the total amount due, the surplus will be refunded to your bank account nominated in the Wrkr Clearing House or, where there is no bank account nominated in the Wrkr Clearing House to the account the payment originated from. If you pay an amount less than the total amount due (including any fees and charges if applicable), we will send you an email to advise of the shortfall. If we have not received another payment within 10 Business Days, the entire amount will be refunded to your nominated bank account. No amounts will be disbursed to the Superannuation Fund nominated in the Payment Instructions and you will need to make other arrangements to meet your superannuation obligations. If the amount cannot be refunded to your nominated bank account for any reason, we will make reasonable efforts to contact you to make alternate arrangements. If we are unable to refund the payment to you, the money may be treated as lost applications money and sent to the Australian Securities and Investments Commission (ASIC), in accordance with statutory requirements.
- (b) Once a Payment Instruction is sent to the Wrkr Clearing House, it cannot generally be amended. You may however be able to suspend or cancel a Payment Instruction before 4.00pm AEST on the scheduled date of the Payment Instruction.
- (c) You are responsible for the accuracy and validity of all details relating to the Payments. We validate the information contained in the Payment Instruction only to the extent of ensuring that the Payment Instruction is complete.
- (d) You acknowledge and agree we have no responsibility for checking or authenticating the information contained in the Payment Instruction. However, if the nominated Recipient is a Superannuation Fund regulated by the Australian Prudential Regulatory Authority, we will check that the fund is registered with the Australian Taxation Office.

- (e) We do not have the authority to reverse or refund Payments made pursuant to Payment Instructions. You may be required to contact the Recipient directly to request a refund or reversal.
- (f) Details are made available to the Recipient for each payment made to a Recipient's Account, in accordance with the Payment Instruction.
- (g) Exceptions may occur where there is:
  - (i) a technical failure (for example, the inter-banking settlement system is down);
  - (ii) a delay caused by the Recipient's financial institution;
  - (iii) a delay or error caused by the financial institution at which the Account is held; or
  - (iv) a Force Majeure Event.
- (h) It is your responsibility, in relation to Superannuation Guarantee and other superannuation contributions made using the Wrkr Clearing House, to ensure that a Payment Instruction is received within the Wrkr Clearing House before the applicable cut-off times and dates (being the applicable times and dates in clauses 4.8, 4.9 or 4.10) depending on your payment method and the SGA Act to allow for a sufficient timeframe to process the Payment Instruction so that the relevant Superannuation Funds may receive your superannuation contributions within the statutory time limits imposed for Superannuation Guarantee contributions, tax deductibility and excess contributions.
- (i) To the extent permitted by law and except to the extent that a delay is caused by our breach of these Wrkr T&Cs or the Wrkr Platform Terms or our negligence, we accept no responsibility for delays in processing Payment Instructions or the related information, regardless of the reason for the delay (including holidays, late Payment Instructions and the actions or inaction of Third Parties or other persons). We are not liable to you for any Loss or Claim suffered or incurred by you in relation to any failure by you to comply with the statutory requirements for Superannuation Guarantee and other contributions as a consequence of your use of the Wrkr Clearing House.
- (j) You appoint us as your agent with the power to contact and liaise with any necessary Third Parties or Approved Partners or other persons

(including Superannuation Funds) in relation to your use of and participation in the Wrkr Clearing House, including to investigate why Payment Instructions have not been processed correctly, and to instruct Third Parties and other persons to remedy any errors identified. We may delegate our power under this agency arrangement, in whole or in part, to any person. If we request you to do so, you must confirm this agency arrangement to relevant Third Parties and other persons in writing. For the avoidance of doubt, nothing done or not done by us pursuant to this agency arrangement creates or increases any liability that would not otherwise be created or increased.

- (k) If we reasonably suspect that Payment Instructions are being made (or suspected of being made) in connection with fraud or money laundering and/or in breach of any Relevant Laws, we receive notification from a Regulator, and/or the making of Payments in connection with the Wrkr Clearing House poses a security risk to us, we:
  - (i) have the right not to act on the Payment Instructions; and
  - (ii) will not be liable to you or any other person for any Loss or Claim which you or the other person may suffer as a result of the exercise (or non-exercise) of such right.
- (l) You expressly acknowledge that information passed through the internet may be subject to an attack or a security breach. Whilst we use best endeavours to provide secure channels, we do not warrant or guarantee the security of any information provided on the internet and you expressly release us from any liability if a Loss arises due to an attack or security breach by a third party.

#### **4.12 Payment Status**

- (a) The Wrkr Clearing House has an electronic messaging system that indicates the Payment Status of the Payment Instructions.
- (b) You must check the status of Payment instructions regularly to ensure all the Instructions have been processed. If you have any questions or concerns about a Payment instruction or a Payment, you should contact us as soon as possible.
- (c) You acknowledge and agree that we are not responsible for contacting you if a Payment Instruction has not processed or has failed.

- (d) It is important that you take the action recommended in the electronic message for payment instructions that have not been processed.

#### **4.13 Returned Payment Instruction or Payment**

A Payment Instruction may not be completed because of either a returned debit or a returned credit.

#### **4.14 Returned Debit**

- (a) Your financial institution may return the Payment Instruction. Reasons may vary but could include:
  - (i) invalid BSB or Institution Account number
  - (ii) the Institution Account has insufficient funds
  - (iii) the Institution Account is closed.

#### **4.15 Returned Credit**

The credit to an intended Recipient Account may be returned by the Recipient. Reasons vary and can depend on the type of Recipient. The tables below outline some but not all reasons for this occurrence, where the recipient is a superannuation fund. When a Payment is returned to us, we will notify you. You will be asked to take appropriate remedial action.

**Recipient: A superannuation fund which is regulated by the Australian Prudential Regulation Authority (APRA)**

<b>Reasons</b>
The employee is not a member of the Superannuation Fund
The employee is no longer a member of the Superannuation Fund
The Superannuation Fund has not received a membership number for the employee
The employee is not eligible for the type of contribution (e.g. Salary sacrifice declaration has not been completed by the employee)
The employee has provided incorrect Superannuation Fund details
The employee has provided to the employer details of a Superannuation Fund, which the employee is no longer eligible to contribute.
The employer has not registered with the receiving Superannuation Fund

The employee details (e.g. membership number, date of birth, tax file number) on the remittance advice do not match details held by the Superannuation Fund
The Superannuation Fund has merged with another Superannuation Fund
The Superannuation Fund has ceased trading

**Recipient: A self-managed superannuation fund (SMSF)**

Reasons
The BSB and Account Number provided for the bank account of the Superannuation Fund are incorrect.
The bank account of the Superannuation Fund is closed.

**4.16 Trust Account**

- (a) All funds pursuant to a Payment Instruction are deposited into the Wrkr Trust Account before being transferred to the Recipient's account, within the timeframes outlined in clauses 4.8 – 4.10 above.
- (b) We may receive interest on the funds deposited in the Wrkr Trust Account. Interest will vary as a consequence of changes to the interest rates generally. You agree that we are entitled to any interest or other benefit earned on funds held in the Wrkr Trust Account.

**4.17 Changes to your details**

- (a) You must advise us within 7 days of any change to:
  - (i) your Institution Account; and
  - (ii) your address for receipt of electronic mail of information or notices.

**4.18 Cancellation of Wrkr Clearing House**

- (a) You may cancel your access to, and use of Wrkr Clearing House by providing Wrkr with 60 days written notice of the cancellation. The notice must be sent to Wrkr at support@wrkr.com.au.
- (b) We may immediately cancel your access to, and use of the Wrkr Clearing House if:
  - (i) you are in breach of these terms and conditions and/or the Wrkr Platform Terms and Conditions;

- (ii) the provision or use of the Wrkr Clearing House violates or threatens to violate any Relevant Law; and/or
  - (iii) in our reasonable opinion there is a security issue.
- (c) We may cancel your access to, and use of Wrkr Clearing House for any other reason by giving you 14 days written notice.

#### **4.19 GST**

All payments due to us, (including Fees, reimbursement by you to us of any amounts or payments under indemnities) are to be increased by the amount of any Goods and Services Tax (“GST”) liability we have in relation to supplies we make to which those payments relate.

#### **4.20 Privacy**

- (a) Your access and use of the Wrkr Clearing House will involve us collecting, accessing, handling, using, and disclosing Personal Information of you, your Administrator, the Users, and other Personnel. The Wrkr Privacy Policy governs such collection and use.
- (b) Without limiting the above, anything in the Wrkr Platform Terms and/or in the Wrkr Privacy Policy, you consent to the sharing of information including your Personal Information between us and any other Third Parties (including Approved Partners), which is necessary in relation to your application for, and if you are approved, the ongoing administration of your use of the Wrkr Clearing House.
- (c) Prior to using the Wrkr Clearing House and/or at other relevant times during your use of the Wrkr Clearing House, you must provide the necessary notifications to your Administrator, the Users, and/or Personnel to ensure you comply with any obligations you may have under Privacy Law in relation to the provision of Personal Information to us and any other Third Parties (including Approved Partners) through the access and use of the Wrkr Clearing House and our use in accordance with the above and with the Wrkr Privacy Policy.
- (d) You agree and authorise Wrkr to:
  - (i) exchange and disclose information, including Personal Information, as is necessary and relevant to the provision of the Wrkr Clearing House, including a Superannuation Fund, Your

financial institution and/or a Third Party we utilise to assist in the provision of the Wrkr Clearing House; and

- (ii) in the case of bank account direct debit pass details of your Direct Debit Request to our sponsor bank in the Bulk Electronic Clearing System to assist with the checking of any incorrect or wrongful debits to your Institution Account.

#### **4.21 Communications and Notice**

- (a) You agree that we may satisfy any requirement to provide you with information or a notice under these Wrkr T&Cs in relation to the Wrkr Clearing House or under any Relevant Law by:
  - (i) sending an email to the email address advised by you at the point you register to access and use the Wrkr Clearing House (and/or as updated by you on written notice to us); or
  - (ii) making the information available on the Wrkr Clearing House for retrieval by you, in which case, you may be notified by email that the information is available.
- (b) You will be able to save or print the information or a notice you can view on the Wrkr Clearing House.
- (c) If you wish to notify us in writing about anything relating to the Wrkr Clearing House you may do so by:
  - (i) sending an email to [support@wrkr.com.au](mailto:support@wrkr.com.au); or
  - (ii) writing to:

Wrkr Ltd  
Suite 10.01, Level 10  
151 Castlereagh St  
Sydney NSW 2000

#### **4.22 Ant-Money Laundering and Counter-Terrorism Financing Laws**

AML/CTF Laws include prohibitions against any person dealing with the proceeds of, or assets used in, in criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act.

- (a) You agree that we:

- (i) are not required to accept or effect Payment Instructions, or take any other action under or in connection with this Wrkr T&Cs or the Wrkr Clearing House if we are not satisfied as to your identity, or where we suspect on reasonable grounds that by doing so we may breach AML/CTF Law;
  - (ii) may delay, block or refuse any part of a Payment Instruction if we believe on reasonable grounds that to do so may breach any Relevant law in Australia or any other country, including the AML/CTF Law; and
  - (iii) will incur no liability to you for any Loss you suffer (including indirect or Consequential Loss) however caused in connection with any action taken or not taken by us pursuant to this clause.
- (b) You agree to provide all information and documents to us, which we reasonably require to comply with any Relevant Laws, (including the AML/CTF Law) and agree that, where required by such law we may disclose:
  - (i) information which you provide to us; and/or
  - (ii) information about Payment Instructions.
- (c) You undertake that neither your Payment Instructions nor your dealings with the Wrkr Clearing House or any action undertaken or to be undertaken in accordance with these Wrkr T&Cs breach AML/CTF Laws and you agree to indemnify us against any Loss we suffer in connection with a breach of this undertaking.

#### **4.23 Changes to these Wrkr T&Cs**

- (a) We may change these Wrkr T&Cs, from time to time in accordance with clause 21 of the Wrkr Platform Terms. We will notify you of the change using one of the methods described above.
- (b) We will give you 30 days' notice of any change if the change:
  - (i) will impose or increase any fee relating to the access to, and use of the Wrkr Clearing House; or
  - (ii) may increase your liability relating to Payment Instructions affected through your access to, and use of the Wrkr Clearing House.

- (c) Subject to Relevant Laws, we:
  - (i) will give you notice of any other change to these Wrkr T&Cs no later than the day of the change.
  - (ii) are not required to give you advance notice if an immediate change to these Wrkr T&Cs is deemed necessary for the security of the Wrkr Clearing House, Wrkr, or if it is required by a Regulator.

#### **4.24 Representations, warranties, liabilities and indemnities**

- (a) The warranties, liability provisions (including any limitations on liability), and/or indemnities in this clause are in addition to those set out in the Wrkr Platform Terms.
- (b) Wrkr represents and warrants that we:
  - (i) hold such licence and authorities as are necessary to perform the obligations under these Wrkr T&Cs and will comply with such licence and authorities; and
  - (ii) will comply with Relevant Laws applicable to us in the exercise of our powers and performance of its functions and duties under these Wrkr T&Cs.
- (c) You represent and warrant to us that:
  - (i) you have all necessary power and authority to agree to these Wrkr T&Cs and use the Wrkr Clearing House and to perform your obligations under these Wrkr T&Cs;
  - (ii) you will comply with all Relevant Laws applicable to you in the exercise of your rights and the performance of your obligations under these Wrkr T&Cs; and
  - (iii) all information provided at any time by you or on your behalf to us or to any other person involved with Wrkr including Third Parties (including Approved Partners), will be true and accurate at the time it is provided and if you discover that any part of it is or may become materially false or misleading, you will advise us as soon as possible and provide updated or correct information.
- (d) To the extent permitted by law and except to the extent that a delay is

caused by our breach of these Wrkr T&Cs or the Wrkr Platform Terms or our negligence, we are not responsible or liable to you for any:

- (i) delays however caused in processing Payment Instructions or in relation to the Wrkr Clearing House; or
  - (ii) actions or inactions of, and/or information provided by, Third Parties (including Approved Partners and Approved Partner Products).
- (e) You indemnify us and our Personnel against any Loss suffered or incurred by us or any of our Personnel as a direct result of your or your Personnel's (including your Administrator and/or the Users) breach of Relevant Laws or breach of these Wrkr T&Cs.
- (f) You agree that we are not obliged to satisfy any liability to you until we have attempted to recover an unauthorised Payment whether through the Australian payment system or by taking legal proceedings to recover the amount, and until such process of recovery is concluded. We agree to institute recovery action within six weeks of becoming aware of the unauthorised Payment Instruction.

#### **4.25 Co-operation**

- (a) You must do all things and provide all information as and when reasonably required by us to:
- (i) fulfil our obligations to Third Parties (including Approved Partners) from time to time in respect of the Wrkr Clearing House and/or our obligations under Relevant Laws; or
  - (ii) otherwise operate the Wrkr Clearing House.
- (b) You acknowledge and agree that the agreements and obligations we have with Third Parties (including Approved Partners) relating to Wrkr may change from time to time, that we may not be able to control those changes, and that the changes may require us to do things including imposing additional or increased Fees or other obligations under these Wrkr T&Cs, which we will do in accordance with the variation provisions in these Wrkr T&Cs and/or the Wrkr Platform Terms.
- (c) The requirements of this clause apply notwithstanding and without limiting any other similar clauses in these Wrkr T&Cs and/or the Wrkr Platform Terms.

## **5. DISPUTES AND ERRORS**

### **5.1 Disputes and Errors**

- (a) Steps to be taken to resolve an error or disputed Payment Instruction If you believe:
  - (i) we have incorrectly effected a Payment Instruction;
  - (ii) a Payment Instruction was unauthorised; or
  - (iii) there is an error in the Wrkr Invoice issued to you
- (b) Please notify us or the Approved Partner immediately and provide the following information:
  - (i) your name and Identifier;
  - (ii) the relevant Payment Instruction or Wrkr Invoice;
  - (iii) all relevant details regarding a suspected error, including the dollar amount; and
  - (iv) if relevant, an explanation as to why you believe there is an unauthorised Payment Instruction or error.
- (c) You must also provide us with such additional information as we reasonably request in order to investigate the matter.
- (d) If your complaint relates to your Institution Account, you should also contact Your financial institution for that Institution Account and inform them of the complaint.

### **5.2 Our Investigation**

- (a) We will investigate your complaint and if we are unable to settle the matter immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution. We may request further details from you.
- (b) Within 30 days of receipt from you of all of the details of your complaint we will endeavour to:
  - (i) complete our investigation and advise you in writing of the results of our investigation; or

- (ii) advise you in writing that we require further time to complete our investigation.
- (c) If we are unable to resolve your complaint in 45 days of receiving it we will advise you of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require a response.

### **5.3 Outcome**

- (a) When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome.
- (b) If we consider that you are responsible for part or all of a Loss arising out of the relevant issue we will advise you accordingly.
- (c) We may give you copies of any documents or other evidence that we relied upon in reaching this decision.

### **5.4 If you are not satisfied**

- (a) If you are not satisfied with our decision, you may wish to take the matter further. You may seek assistance from the Australian Financial Complaints Authority (**AFCA**), an independent dispute resolution service.
- (b) Terms of reference govern the use of the AFCA service. If you do not fall within the definition of “small business”, you may not be able to use the AFCA Service.
- (c) You may contact AFCA at:  
  
GPO Box 3, Melbourne VIC 3001  
Telephone: 1300 931 678  
Fax: +61 3 9613 6399  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)
- (d) If you are unable to use the services of AFCA, the dispute resolution process set out below will apply.

## **5.5 Dispute resolution process**

The following will apply if you are unable to use the AFCA service.

## **5.6 No arbitration or court proceedings**

Neither of us will start arbitration nor court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of, in relation to or in connection with Wrkr ('Dispute') unless the requirements of 5.5 have been met.

## **5.7 Notification of dispute**

- (a) A party claiming a Dispute has arisen ('the Claimant') must give notice ('the Dispute Notice') to the other party containing details of the Dispute, including:
  - (i) the nature of the Dispute;
  - (ii) how the Dispute arose;
  - (iii) the remedy sought;
  - (iv) the legal basis or bases upon which it is contended that remedy should apply (including any relevant clauses in these Wrkr T&Cs).
- (b) The other party ('the Respondent') must within 7 Business Days of receipt of the Dispute Notice, notify the Claimant of its response to the Dispute Notice ('Response'). The response must include details of the party's response including:
  - (i) whether it agrees with the contentions and descriptions in the Dispute Notice, and where it does not, its alternative contentions;
  - (ii) the remedy sought;
  - (iii) the legal basis or bases upon which it is contended that remedy should apply (including any relevant clauses in these Wrkr T&Cs).
- (c) Each party must cooperate with the other party and promptly provide all information and assistance reasonably required by the other party in formulating a Dispute Notice or Response.

## **5.8 Escalation of Dispute**

- (a) We each agree to arrange for our authorised representatives or our respective nominees of at least equivalent seniority in our organisations to meet and to use reasonable endeavours to resolve the dispute within 30 Business Days after receipt by the Claimant of the Response or a longer period agreed in writing by us ('the Initial Period').
- (b) If we fail to resolve the Dispute within the Initial Period, we must arrange for our respective General Managers or equivalent or our respective nominees of at least equivalent seniority in our organisations to meet and to use reasonable endeavours to resolve the dispute within 10 Business Days after the end of the Initial Period or a longer period agreed in writing by us ('the Second Period').
- (c) If we fail to resolve the Dispute in the Second Period, the Dispute will be submitted to mediation in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules. Unless we agree upon a mediator, either of us may request a nomination from the National President of the Institute of Arbitrators and Mediators Australia, and we agree to be bound by that nomination.
- (d) We agree to co-operate to ensure that the meetings required by this clause take place.

## **5.9 Continuation of the Wrkr Clearing House**

Notwithstanding that we may be in dispute, unless the use of the Wrkr Clearing House is terminated, we agree to continue to comply with our respective obligations under these Wrkr T&Cs. We will continue to provide access to the Services for as long as you or your Approved Partner continue to pay the Fees, unless the Fees are in dispute. If a Fee is in dispute, you must pay the Fees that are not in dispute and we will engage in the dispute resolution provisions to resolve the dispute regarding the disputed Fees.

## 6. DEFINITIONS

### 6.1 Definitions and interpretation

In these Wrkr T&Cs the following words have the following meanings.

**Account** has the meaning given to that term in the Wrkr Platform Terms and means the account created using the User ID to access and use the Wrkr Clearing House.

**Administrator** means the person nominated and authorised by you to access and operate the Wrkr Clearing House and who is able to create Users.

**AEST** means Australian Eastern Standard Time in Sydney, as adjusted for any daylight saving.

**AML/CTF Laws** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any legislative instruments made under it.

**Approved Partner** means a third party, such as a superannuation fund administrator, payroll company, or accounting software provider, that has entered into an agreement with Wrkr to enable you, their client, to use the Wrkr Clearing House.

**Authorised Person** means the Administrator or any User who is authorised to approve a Payment Instruction.

**Business Day** means any day other than a Saturday, Sunday or public holiday in New South Wales on which authorised financial institutions are able to effect settlement through the Reserve Bank of Australia.

**Claim** means, in relation to a party, any claim, action, proceeding, or demand made against that party, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Consequential Loss** has the meaning given to that term in the Wrkr Platform Terms.

**Debit Day** means the day that payment by you to us is due.

**Direct Debit Request** means the direct debit request authorisation and services agreement between you and Wrkr.

**Encumbrance** means a mortgage, charge, pledge, lien, hypothecation or title retention arrangement, a right to withhold payment of a deposit or other money, a notice under section 255 of the Income Tax Assessment Act 1936 (Cth), subdivision 260-a in schedule

1 to the Taxation Administration Act 1953 (Cth) or any similar legislation.

**Fee** means a fee payable for your use of the Wrkr Clearing House.

**Force Majeure Event** has the meaning given to that term in the Wrkr Platform Terms.

**Institution Account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited for the purposes of processing Payment Instructions and payment of Fees.

**Loss** has the meaning given to the term 'Losses' in the Wrkr Platform Terms.

**Password** means a unique series of characters that an Authorised Person creates to authenticate their identity to gain access to the Wrkr Clearing House.

**Payment** means a payment of a superannuation contribution to the Recipient made pursuant to a Payment Instruction and processed through the Wrkr Clearing House.

**Payment Instruction** means an instruction issued by an Authorised Person which purports to authorise us to:

- (a) debit one or more Payment(s) from the Institution Account pursuant to the Direct Debit service agreement; and
- (b) credit the Payment(s) to the Recipient's Institution Account.

**Payment Status** means the current status of Payment Instructions you and/or an Authorised Person has created.

**Personal Information** has the meaning given to that term in the Wrkr Platform Terms.

**Recipient** means the party nominated by you to receive Payments.

**Recipient's Institution Account** means the account held at a financial institution by the Recipient, as nominated by you for receipt of Payments.

**Regulator** means any applicable regulator, including the Australian Securities and Investments Commission, the Australian Prudential Regulatory Authority, the Australian Taxation Office and the Australian Transaction Reports and Analysis Centre and their successors.

**Relevant Law** means the Corporations Act, the SGA Act, the *Australian Securities and Investments Commission Act 2001* (Cth), the AML/CTF Laws, Privacy Laws, any regulations imposed by Regulators, and any other present or future law or regulation of the Commonwealth of Australia or any State or Territory or overseas jurisdiction which applies to the performance of obligations under this PDS and/or relates to the Wrkr

Clearing House.

**SGA Act** means the *Superannuation Guarantee (Administration) Act 1992* (Cth).

**Superannuation Fund** means a regulated superannuation fund, including a self-managed superannuation fund.

**Superannuation Guarantee** means a superannuation contribution made in compliance with obligations under the Superannuation Guarantee Administration Act (SGAA) 1992.

**Third Party** means any person with whom we have contracted in relation to Wrkr and the Wrkr Clearing House, including our sponsoring financial institution and all other service providers engaged by Wrkr.

**User** has the meaning given to that term in the Wrkr Platform Terms.

**User ID** means a unique identifier which an Administrator or User creates as an identifier to create an Account access and use the Wrkr Clearing House.

**We, us, our** or **Wrkr** means ClickSuper Pty Limited trading as Wrkr PAY (ABN 48 122 693 985) and includes its successors and assigns.

**Wrkr Clearing House** has the meaning given to that term in clause 3.2 of this PDS.

**Wrkr Trust Account** means the trust account opened and maintained by ClickSuper Pty Limited trading as Wrkr PAY.

**You** or **your** and equivalent terms refer to an applicant for, or user of, the Wrkr Clearing House (and where relevant, your Personnel).

**Your financial institution** is the financial institution at which your Institution Account is held.

## **6.2 Interpretation**

The interpretation clause set out in clause 25.2 of the Wrkr Platform Terms applies to these Wrkr T&Cs.