

# Adviser registration

Complete this form if you are a financial adviser applying to smartMonday for an Adviser Code and access to the Adviser Online Portal.

You will also need to provide a copy of your *Drivers License* for identification purposes.

**IMPORTANT:** To be appointed to a member's smartMonday account, the financial adviser and member will need to complete an *Authority to advise* form available at [smartMonday.com.au](https://smartMonday.com.au).

## Adviser details

Adviser full name *(as per ASIC Financial Adviser Register)*

Authorised representative number

Name for smartMonday adviser code *(This can be an individual or your business name)*

Phone

Email

Address

Suburb

State

Postcode

## Dealer group details

Dealer group name

Dealer group AFSL number

Dealer group ABN

Dealer group email

Dealer group phone

## Adviser identification

Drivers licence

Send the completed form to SmartMonday Adviser Services at [adviserservices@smartmonday.com.au](mailto:adviserservices@smartmonday.com.au)

smartMonday is a registered trading name of smartMonday Solutions Limited ABN 48 002 288 646 AFSL 236667, the sponsor of the Smart Future Trust ABN 68 964 712 340 (the Fund). The trustee of the Fund is Equity Trustees Superannuation Limited ABN 50 055 641 757 AFSL 229757 RSE Licence L0001458. This document has been prepared by smartMonday on behalf of the Trustee. smartMonday products are part of the Fund.

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## Summary of key terms

# Adviser terms and conditions

1. smartMonday on behalf of the Trustee will provide you access to the Adviser Portal on the terms of this agreement.
2. Either party can terminate the relationship by giving notice, in addition to other specific termination rights.
3. smartMonday and the Trustee's liability to you under this agreement is limited.
4. You will ensure you are meeting your legal and regulatory obligations, including without limitation:
  - > providing the member all applicable offer and disclosure documents required under law or policy,
  - > providing all personal advice to members in writing and maintaining adequate records, any transactions completed via the online Adviser Portal has explicit member consent and a copy of that consent is retained by you,
  - > you act promptly on any instructions from a member who is your client,
  - > you have agreed to provide specified services to smartMonday members who are paying you a fee, and you are providing said services and documenting this,
  - > any fee paid from smartMonday to you meets the *sole purpose test*; and
  - > you have the member's consent to charge the fee.

## Terms and conditions

1. In consideration for smartMonday Solutions Limited, acting on behalf of Equity Trustees Superannuation Limited (**Trustee**) (collectively referred to as "**Us**" or "**We**"), allowing you to access the smartMonday Adviser Portal (the **Adviser Portal**), you agree to be bound by the terms and conditions set out in this agreement.
2. We may vary this Agreement at any time without prior notice to you. smartMonday will provide written Notice of Variations to this Agreement. After a Notice of Variation has been given, you will be taken to have accepted the Agreement as varied the next time you access the Adviser Portal.
3. By accessing the Adviser Portal you confirm that you have the proper authority to undertake any actions on behalf of the members you advise. Should you cease to have the authority to access a members details or act on behalf of a member you should notify Us immediately.
4. This Agreement supplements the Terms of Use of the Adviser Portal. To the extent that these terms come into conflict with the Terms of Use of the Adviser Portal, these terms take priority.
5. We will issue you a unique User Name and Password that will enable you to access the Adviser Portal.
6. You must keep your User Name and Password confidential. You may share your User Name and Password within your practice, but you must not share it with any third party. You are responsible for any activity using your User Name and Password.
7. You must notify us immediately if you believe the confidentiality of your User Name and/or Password has been compromised. You are fully responsible for the acts or omissions of any person who obtains access to the Adviser Portal using your User Name and Password regardless of whether the act or omission has been authorised by you or not.
8. We do not accept any liability for loss or delay in acting on instructions submitted on the Adviser Portal. You agree that you are solely responsible for the actions undertaken when you access the Adviser Portal including any transactions made and the use, storage and security of any information accessed, downloaded, printed or otherwise stored.
9. Neither smartMonday or the Trustee make assertion as to the accuracy, timeliness or suitability of the information contained on the Adviser Portal. Furthermore We make no warranty that use and access of the Adviser Portal will be uninterrupted or error free. All representations (whether express or implied) and all other implied conditions, warranties and terms as to the provision of the Adviser Portal are otherwise excluded to the extent permitted by law.
10. We may with or without notice, and at Our absolute discretion, withdraw or restrict your access to the Adviser Portal.

## Terms and conditions (continued)

11. We are not liable for any claims by you arising out of your use of the Adviser Portal. You agree to indemnify smartMonday and the Trustee for any claims arising out of your use of the Adviser Portal otherwise than in accordance with this Agreement.
12. You will inform Us if you change licensees or cease practicing.
13. You will co-operate with Us in the event there is a dispute about the validity of fees being charged to a member and any remediation action required.
14. We may collect, use, manage, store and provide access to your personal information in accordance with Our Privacy Policy and the Privacy Act 1988 (Cth). Should your personal information be incorrect or out of date, you undertake to inform us immediately. For further detail on our privacy statements go to the smartMonday website at <https://smartmonday.com.au/>
15. When acting under this Agreement, you will comply with all applicable legislation and regulatory policy (including, without limitation: the FASEA Code of Ethics and your obligations as a distributor under the Design and Distribution Obligations).

## Adviser signature

Signature

Print Name

Date (dd/mm/yyyy)

**Send the completed form to SmartMonday Adviser Services at [adviserservices@smartmonday.com.au](mailto:adviserservices@smartmonday.com.au)**