



Australian Government
Australian Taxation Office

SuperMatch terms and conditions of use

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Currency of information

We regularly revise our publications to take account of any changes to the law, so make sure that you have the latest information. If you are unsure, you can check for more recent information on our website at ato.gov.au or contact us.

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SuperMatch terms and conditions of use

How these terms and conditions of use apply.

These terms and conditions of use describe your rights and responsibilities when using the SuperMatch service.

When you use this service, we make it available to you on the terms and conditions of use current at that time. We may alter the terms and conditions of use at any time. If we do so, we will issue a notification of the change prior to its implementation.

The terms and conditions of use for the SuperMatch service also include the [SuperMatch service user guide](#). You must read these documents in conjunction and comply with all the requirements in both.

What is SuperMatch

The SuperMatch service is an online service we provide for super funds. Trustees may use it on behalf of their members to obtain a full list of superannuation accounts and any ATO-held super that belongs to an individual.

SuperMatch requests are processed via Standard Business Reporting (SBR) in either single or batch requests.

Who can access SuperMatch

The SuperMatch service is only available to trustees of super funds (excluding self-managed super funds). A trustee may authorise an administrator or service provider to use this service on their behalf.

Access Manager is used to assign permissions for your entity and can be accessed using myID. However, the trustee remains responsible and accountable for any access to the SuperMatch service on their behalf.

Using the SuperMatch service

Computer system, software and data compatibility and risks

It is the trustee's responsibility to ensure they have taken appropriate and adequate precautions to ensure that the information obtained from this service is free of viruses or other contamination that may interfere with or damage computer systems, software or data.

We accept no liability for any interference with or damage to a user's computer system, software or data occurring in connection with or relating to this service.

Non availability, interruptions and faults using the service

We will make reasonable efforts to ensure that the service is made available, but we make no guarantees to provide continuously available access to the service nor to provide access which is uninterrupted or fault free.

We publish information about systems maintenance, outages and metrics on the [ATO Superannuation Dashboard](#).

No warranties by the ATO

While we take all reasonable care to ensure information provided to you via the service is accurate, we do not give any warranty, make any representation as to, or accept responsibility for the accuracy, correctness, reliability, timeliness or completeness now or in the future of any information provided via the service.

Access and use of the service

The trustee of the super fund and their authorised administrator or service provider must agree to comply with any limit we may impose on how members are searched at any point or over a period. For system performance and fraud protection reasons, we may impose limits on how many members are queried at any point in time or during a single day.

The trustee of the super fund and their authorised administrator or service providers must ensure processes are in place to actively monitor for potential fraudulent or inappropriate usage of the service. Any behaviour detected that puts member information obtained from the service at risk, must be disclosed to us in writing within 24 hours of the event being identified.

Evidence of compliance with terms and conditions of use

Initial evidence of compliance

All trustees of super funds using SuperMatch will be required to provide evidence to us that their systems, solutions and intended usage of SuperMatch comply with the terms and conditions of use before we can grant access.

The trustee must complete an application and provide the requisite evidence so we can assess their solution.

Ongoing review and evidence of compliance

Once access is granted and established, trustees will be required to actively monitor their SuperMatch usage to ensure systems and controls are operating as intended and comply with the terms and conditions of use.

An appropriately senior and qualified officer of the trustee of the super fund will need to declare this at least annually or as otherwise requested by us.

Commissioner's review of SuperMatch usage

The trustee of the super fund and their administrator or service provider must understand that the Commissioner of Taxation will conduct regular reviews of their compliance with these terms and conditions.

If our reviews indicate anything of concern or that the super fund or their authorised administrator or service provider has not complied with our terms and conditions or may be misusing the SuperMatch service in any way, the Commissioner can:

- terminate a super fund's access to the SuperMatch service
- refer the matter to other regulators for consideration and potential action.

The Commissioner will advise the trustee of the super fund of our concerns with any of their products or services that have been subject to reviews or investigation, and the outcome of any such activity.

The trustee must accept that where the Commissioner has any concerns over a trustee's use of the service, in the interest of preserving the integrity of the SuperMatch service and the protected information it provides, they reserve the right to terminate any and all access that trustee has to the service without notice.

The following are examples of when the Commissioner may choose to terminate access:

- identified or suspected breach of these conditions of use and the user guide
- identified or suspected fraudulent activity in usage of the service
- unusual or inexplicable usage patterns
- failure to adequately engage or respond to a request for information from the Commissioner
- referrals from other regulators.

The Commissioner may re-establish access to the SuperMatch service when all concerns have been adequately addressed and any deficiencies in the implementation or use of the service corrected.

Breach of terms and conditions of use

If you breach any of these terms and conditions of use, you must:

- immediately advise us of that breach in writing to SPREnablingServices@ato.gov.au
- immediately stop using the SuperMatch service
- not use the service again until we advise you can.

Definitions in this document

Definitions for the purpose of this document include:

- 'administrator or service provider' – means the trustee has an agreement with that entity to provide a relevant 'material business activity' as per SPS231 – Outsourcing
- 'Commissioner' – means the Commissioner of Taxation

- 'myID' – is the Australian Government's digital identity provider which aims to transform the way Australians interact with government
- super fund includes
 - regulated superannuation funds
 - approved deposit funds
 - retirement savings account providers.