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# Member account attribution service

Detailed information about the SuperStream member account attribution service.

# Member account attribute service (MAAS) terms and conditions

This document provides users with the terms and conditions relating to the Member account attribute service (MAAS).

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# What is the Member Account Attribute Service

The Member Account Attribute Service (MAAS) is an Australian Taxation Office (ATO) online service incorporating:

• Maintain Member Account (MMA) -

*(SPRMBRINFO.0001.2018.submit):* a mandatory interaction for superannuation providers in relation to complying superannuation plans (other than self-managed superannuation funds) and certain life insurance companies to advise the ATO of account phases and attributes in relation to opened, updated and closed accounts.

 Provision of Details (PODs) – (SPRMBRINFO.0001.2018.get): an optional interaction for superannuation providers in relation to complying superannuation plans (other than self-managed superannuation funds) to obtain certain information held by the ATO in relation to an individual and their superannuation account.

#### See also

• MAAS Business Implementation Guide (BIG) (DOCX, 708KB)

## Access to MAAS

MMA is to be used by:

- superannuation providers and their intermediaries (including 'administrators') to lodge a MAAS form, the approved form for
  - the giving of a statement to the Commissioner under section 390-5 of Schedule 1 to the *Taxation Administration Act* 1953 (TAA 1953) in relation to an individual's superannuation account phases and attributes; and
  - the reporting, under section 390-115 of Schedule to the TAA 1953, of material changes to, or omissions in, information given to the ATO in a statement under section 390-5 of Schedule to the TAA 1953.
- life insurance companies and their intermediaries (including 'administrators') to lodge a MAAS form, the approved form for the giving of a statement under section 390-20 of Schedule 1 to the TAA 1953 in relation to an individual's superannuation account phases and attributes.

PODs are available to be used by superannuation providers and their intermediaries (including 'administrators').

You need a machine credential if you are lodging via software or have a Digital ID such as myID if you are lodging via Online services for business. In both cases, you need to have permission to access MAAS, this is granted in Access Manager. The terms and conditions which apply to the use of machine credentials and Digital ID continue to apply.

#### See also

- Accessing online services with Digital ID and RAM
- Machine credentials

# Terms and conditions of use of MAAS

By using MAAS services, users acknowledge they are accepting the following terms and conditions of use. These terms and conditions, your use of MAAS services, and information provided to you through MAAS services, are governed by the laws in force in the Australian Capital Territory, Australia.

# **Recording and disclosing information obtained**

The Commissioner may disclose information to a superannuation provider, life insurance company or intermediary that provides administrative services under subsection 355-65(3) and section 355-50 of Schedule 1 to the TAA 1953 in response to details received in a message from the ATO via MMA or PODS.

Pursuant to subdivision 355-C of Schedule 1 to the TAA 1953, a superannuation provider, life insurance company or intermediary who receives information from the ATO through the MAAS is permitted to disclose information about an individual to the individual which the information relates. Outside of this, superannuation providers, life insurance companies or intermediaries must not use the information other than for the original purpose of the disclosure.

In respect of information disclosed through MAAS, users acknowledge and accept that:

- all contact details for an individual returned by the ATO via MMA are only to be used for the purpose of reuniting them with their superannuation
- information obtained from the ATO via PODs is only to be used for the purpose of
  - establishing if an individual has a deferred Division 293 tax debt
  - supporting reunification activities for members they identify as at risk of becoming lost or unclaimed (for example, where one piece of returned mail is received)
  - to inform members of their superannuation interest and the impact legislative changes may have on that interest.
- information provided to them by the ATO including date of death could have been supplied to the ATO via a number of sources that are not disclosable.

The two MAAS interactions (MMA and POD services) are not to be used for any other purpose other than that described above. For avoidance of doubt, users acknowledge that the two MAAS interactions are not to be used for the purpose of driving marketing activities.

#### See also

• MAAS BIG (DOCX, 708KB) 也

# Computer system, software and data compatibility and risks

Data about individuals and entities provided to you through MAAS is confidential and subject to the taxpayer confidentiality provisions in Division 355 of Schedule 1 to the TAA 1953.

Users are responsible to take 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 your computer system, software or data. This includes the responsibility to ensure that unauthorised persons do not have access to that data, and that other security measures are in place.

The ATO accepts 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.

#### Next step

• Refer to the Digital Service Provider (DSP) Operational Framework for details regarding the protection of digital taxation or superannuation related information.

# Non availability, interruptions and faults using the service

Whilst the ATO will make reasonable efforts to ensure that the service is available, the ATO makes no guarantees to neither provide continuously available access to the service nor provide access which is uninterrupted or fault free.

#### See also

• System maintenance

## No warranties by the ATO

While the ATO has taken all reasonable care to ensure information provided to you is accurate, subsequent changes in circumstances may occur at any time and may impact on the accuracy of the information. The ATO does 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.

We may alter these terms and conditions at any time. If we do so, notification of the change will be issued prior to its implementation.

## Indemnity and limited liability

Users will be responsible for (and users agree to indemnify the ATO against) any loss or damage to any person arising from any one of the following:

- any breach by users of these terms and conditions
- any wilful, negligent or unlawful act or omission by users in relation to, or in the course of using MAAS services.

Users agree that the ATO will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages (including for

loss of profits, goodwill, information, data or other intangible losses) resulting from:

- the use or inability to use MAAS services
- unauthorised access or alterations of your transmissions to or from MAAS
- activities resulting from the loss or misuse of your online credential and password
- statements or conduct of any third party
- any other matter relating to MAAS services.

### Breach of these terms and conditions

MAAS must only be used by superannuation providers and life insurance companies, and their intermediaries (including administrators), for the purposes for which it is designed.

If a myID user or the holder of a machine credential accesses or uses MAAS services for purposes other than in accordance with these terms and conditions, the ATO (in addition to any other rights) may:

- revoke the machine credential or revoke access to MAAS
- report the matter to the entity or entities who authorised the access
- refer the matter to other regulatory authorities.

## **Compliance reviews**

Users of the service understand that the Commissioner will conduct regular reviews of their compliance with these terms and conditions. If a compliance review indicates that the user has not complied with the terms and conditions or misused the service in any way, the Commissioner can:

- terminate a user's access to the service
- impose penalties and/or take prosecution action
- refer the matter to their regulator.

As part of our fraud prevention measures, the ATO may impose limits on the use of MAAS (including PODs) by a user at any point in time or during a single day.

# Definitions for the purpose of this document

**Administrator:** an entity appointed in Access Manager by a superannuation entity for the purpose of using MAAS on their behalf.

**Approved form:** the form where information must be provided to the ATO to satisfy an entity's reporting obligations to the ATO.

**Deferred Division 293 tax:** is an amount of Division 293 tax that has been deferred to a debt account for a superannuation interest. Payment of Division 293 tax is deferred to the extent that it relates to a defined benefit interest from which no superannuation benefit has yet become payable.

**Intermediary:** An intermediary is authorised by the provider to report on their behalf. An intermediary may be a superannuation administrator, or any other properly authorised legal entity. The intermediary lodges the report with the ATO.

Individual: for the purposes of this document, an individual is a:

- member of a superannuation fund
- depositor with an approved deposit fund (ADF)
- individual holders of a certain life insurance policies
- holder of a Retirement Savings Account (RSA).

**Life insurance company:** for the purposes of this document, and the MAAS, a life insurance company refers to a life insurance company required to report under section 390-20 of Schedule 1 to the TAA 1953 that is not a superannuation provider.

**Machine credentials**: allows you to transact with government online services through Standard Business Reporting (SBR)-enabled software. If you use desktop or locally hosted SBR-software, you will need to create a machine credential through Relationship Authorisation Manager.

**myID**: an app you download to your smart device that lets you prove who you are when logging into government online services. myID is the Australian Government's Digital ID provider.

**Relationship Authorisation Manager (RAM):** an authorisation service that allows you to act on behalf of a business online when linked with

your Digital ID, such as myID. You'll use your Digital ID to log into RAM.

**Superannuation provider:** A 'superannuation provider' in relation to a 'superannuation plan' refers to where:

- a superannuation fund the trustee of the fund
- an approved deposit fund (ADF) the trustee of the fund
- an RSA the RSA provider

For the purposes of this document, and the MAAS, a 'superannuation provider' does not include the trustee of a self-managed superannuation fund.

A superannuation provider includes a life insurance company that is an RSA provider.

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### Our commitment to you

We are committed to providing you with accurate, consistent and clear information to help you understand your rights and entitlements and meet your obligations.

If you follow our information and it turns out to be incorrect, or it is misleading and you make a mistake as a result, we will take that into account when determining what action, if any, we should take.

Some of the information on this website applies to a specific financial year. This is clearly marked. Make sure you have the information for the right year before making decisions based on that information.

If you feel that our information does not fully cover your circumstances, or you are unsure how it applies to you, contact us or seek professional advice.

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