

# Community Portal (BOQ Kitchen) Terms of Use

This Community Portal (“BOQ Kitchen”) is owned by Bank of Queensland Limited ABN 32 009 656 740 (“we”, “us”) and powered by Vision Critical Communications Pty Limited ACN 134 434 736 (“Vision Critical”). This page sets out the terms and conditions (“Terms”) pursuant to which you can use or access BOQ Kitchen. By using or accessing BOQ Kitchen, or by agreeing to these Terms where the option is made available to you, you are indicating your acceptance to be bound by these Terms. If you do not accept or agree to the Terms you may not use BOQ Kitchen. “You” as used in the Terms includes individuals and/or entities accessing and members of BOQ Kitchen, also referred to as “BOQ Kitchen Advisors”.

## 1. BOQ Kitchen Information

Full details of our products, terms and conditions, interest rates, fees and charges may be obtained at any branch of Bank of Queensland, or by contacting our [Customer Contact Centre](#). Unless otherwise noted, products on BOQ Kitchen are issued by Bank of Queensland Limited ABN 32 009 656 740 (Australian Credit Licence Number 244616) (BOQ). BOQ Kitchen may contain general advice. This advice has been prepared without taking account of your objectives, financial situation or needs. You should obtain and consider the relevant Product Disclosure Statement, terms and conditions, Financial Services Guide, customer information brochure and Guide to Fees and Charges for the product before making any decision about whether to acquire or continue to hold it. You can obtain a copy of those documents from any BOQ branch.

The information contained in BOQ Kitchen is not an offer or inducement to enter into a legally binding contract with us, and does not form part of the terms and conditions of our products. BOQ’s standard credit assessment criteria apply. Products described on BOQ Kitchen are only available in Australia.

## 2. Intellectual Property

The material contained in BOQ Kitchen (including but not limited to documents, diagrams, data, illustrations, registered or unregistered trademarks, the design, software, layout, text or images), unless otherwise specified, is owned or licensed by BOQ. The material on BOQ Kitchen may be the subject of third party intellectual property rights and licenses. You must only use BOQ Kitchen for your own personal non-commercial purposes and your use must not infringe the intellectual property rights of any person.

## 3. Use

You must only use BOQ Kitchen for lawful purposes. You are responsible for the content you post, upload or transmit to or via to BOQ Kitchen and you use BOQ Kitchen at your own risk. You must not, nor attempt to, nor knowingly permit another person to, do any of the following:

- Post, upload or transmit to or via BOQ Kitchen any unlawful, threatening, libelous, defamatory, discriminatory, indecent, inflammatory or pornographic material or any material that could give rise to legal proceedings (including engaging in bullying, harassment or intimidation of another BOQ Kitchen Advisor);
- Display inappropriate content or images, or factually wrong or misleading information;
- Post, upload or transmit to or via BOQ Kitchen any sensitive information (eg. personal information about your health) or personal information about yourself (eg. your name, address, financial details such as income, savings, expenses and personal banking information such as your account balance, Customer Access Number, passwords);
- Engage in any activity which violates the privacy of others (eg. use another’s personal information including name, log in details, password, without permission) or breaches or infringes the rights of others (including intellectual property rights, confidentiality).
- Engage in any activity that is false or misleading or infringe any laws in any jurisdiction in using or accessing BOQ Kitchen;
- Use, access or post material to BOQ Kitchen while impersonating another person or entity;
- Engage in any activity which harms, exploits, or threatens to harm or exploit others including minors;
- Engage in activity that is harmful to or hinders the operation of BOQ Kitchen (eg. tamper with, unauthorised modification to, knowingly transmitting viruses to or disabling features/ content from BOQ Kitchen).

For the avoidance of doubt, posts or content uploaded to BOQ Kitchen in breach of any of the above may be edited or deleted at BOQ’s discretion without notice. A breach of the above Terms by you may result in legal action being taken against you by BOQ.

## 4. Interactive Community Activities and Content

BOQ Kitchen may include an interactive functionality in the form of discussion groups, blogs, forums, live chats, surveys etc (collectively "Community Activities") whereby BOQ Kitchen Advisors will be invited to provide feedback on various topics, including on proposed or existing BOQ products and services, for BOQ's research and development, marketing and internal business purposes.

Reference in these Terms to "BOQ Kitchen" includes the "Community Activities" as the context permits. For the avoidance of doubt, your use of and participation in the Community Activities must be in accordance with clause 3.

Subject to these Terms, we encourage respectful, responsible and co-operative interaction within BOQ Kitchen and Community Activities. You agree that you are solely responsible for your use of and participation in the Community Activities and use and participate in them at your risk.

To protect the privacy of BOQ Kitchen Advisors, when participating in discussion forums you will be asked to set your own anonymous screen name which will be personal to you whilst in those forums.

You agree that, by submitting, posting or otherwise providing any information, data, feedback, comment, opinion, review, recommendation, message, guide, text, audio, video, art, Illustrations, image, design or other material ("Content") via BOQ Kitchen (including the Community Activities) to the extent permitted by law, you;

- Grant to us and our affiliates (including related entities) a non-exclusive, transferable, perpetual, royalty free, irrevocable worldwide licence (including the right to sublicense) to use the Content including to use, reproduce, modify, adapt, copy, distribute, publish and publicly display without limitation the Content for any purpose whatsoever, including for commercial purposes, without notice or remuneration to you ("Licence");
- Agree and acknowledge that we may sublicense our rights under the Licence to third parties or third party providers who may use the Content as permitted under the Licence to us and as authorised by us;
- Waive any entitlement to any moral rights you may have as an author of the Content and warrant that you have obtained a waiver of moral rights from any third parties who may have moral rights in the Content.

We may at our absolute discretion and without notice to you edit, delete, remove, screen, monitor or refuse to post or upload any Content posted, uploaded, transmitted to or via or stored on BOQ Kitchen (including Community Activities) for any reason. We accept no responsibility or liability for any such editing, deletion, removal, screening, monitoring or refusal, or for any Content posted, regardless of whether or not the Content, you or any third party suffered loss or damage as a result.

If you post, upload or transmit to or via BOQ Kitchen (including Community Activities) personal information (including personal banking information) contrary to your obligations under these Terms, while we will endeavor to delete or remove same from BOQ Kitchen as soon as possible (or refuse to post or upload same), we are under no obligation to do so and will not be held liable whatsoever in this regard.

We accept no responsibility or liability for representations, statements, opinions, recommendations made by you or any third party using or via BOQ Kitchen (including Community Activities). We retain the right to monitor, retain or disclose your Content necessary to satisfy any applicable request from, including but not limited to, a court, government body or authority (including the Office of the Australian Information Commissioner and the Australian Prudential Regulation Authority). For the avoidance of doubt, you will be solely liable for any loss or damage arising out of or in connection with any infringement of copyright, trademark or other intellectual property right or other loss or damage suffered by you or any third party arising out of or in connection with your use of BOQ Kitchen (including Community Activities) or the posting, uploading or transmission of any Content to BOQ Kitchen (including Community Activities).

## **5. Your Privacy**

We will handle your personal information and information we collect from you (and any Content, subject to your compliance with these Terms and in particular clause 3) in accordance with our Privacy Statement. These Terms incorporate the Privacy Statement by its reference. By using BOQ Kitchen or agreeing to these Terms you agree to BOQ's use, collection and disclosure of your personal information including the use and/or disclosure of your personal information to or collection of your personal information by our third party providers as described in the Privacy Statement here: [Privacy Policy document](#) (PDF 237KB) (as amended from time to time).

## **6. Links to other sites**

BOQ is not responsible for the content of any other site accessed through BOQ Kitchen. Links to other sites are provided (where applicable) for your convenience only and the content of those other sites is the responsibility of the site owners. We do not endorse the products offered by the owners of any linked sites.

## **7. Cookies**

We use cookies to help make your experience on BOQ Kitchen better. Cookies are delicious biscuits, and they're also small text files that we place in your computer's browser to store your preferences. Cookies don't provide us with any personal information about you.

If you keep using cookies, you're agreeing to these Terms. You can disable the use of cookies in your browser settings at any time. But, disabling cookies may degrade your browsing experience on BOQ Kitchen and may limit your ability to use BOQ Kitchen.

## **8. BOQ Kitchen Incentives/ Competitions**

If you participate in incentives, promotions or competitions run by BOQ within BOQ Kitchen (including Community Activities) from time to time, by your participation you are deemed to agree to the respective competition terms and conditions as published on BOQ Kitchen.

## **9. Disclaimers and Limitation of Liability**

BOQ does not guarantee that BOQ Kitchen (including Community Activities) will be free from viruses, or that access to BOQ Kitchen (including Community Activities) will be uninterrupted. You use BOQ Kitchen (including Community Activities) at your own risk. We do not warrant that the content of BOQ Kitchen (including Community Activities) is accurate or up to date or that it does not infringe the rights of third parties. Except as may be otherwise specified by us outside of BOQ Kitchen or Community Activities, we make no representations or warranties with regards to BOQ Kitchen (including Community Activities), its content or any products or services envisaged by or referred to in BOQ Kitchen including Community Activities).

Subject to any liability implied by law and which cannot be excluded, BOQ is not liable to you for any losses, damages, liabilities, claims and expenses (including legal expenses on a solicitor and client basis) arising out of or in connection with information on BOQ Kitchen (including Community Activities), whether in contract, negligence, statute or otherwise. Liability of BOQ for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the maximum extent possible, at BOQ's option, to:

- the re-supply of the goods and services;
- the repair of the goods; or
- the cost of repair or re-supply of the goods or services.

## **10. Termination or Suspension**

We may terminate this agreement, your membership, or access to BOQ Kitchen (including Community Activities), and/or any other service provided by us immediately if you breach any of these Terms. In such event, this agreement will terminate but clauses 2, 3, 4, 5, 6, 9, 11, 12, 13, 14 will still apply.

We may at any time and without notice suspend your membership or deny or restrict your access to BOQ Kitchen (including Community Activities), and/or any other service provided by us if there is, or we reasonably suspect there to be, a breach of these Terms.

## **11. Amendment**

Except as otherwise specified, we may amend the Terms from time to time without notice to you by posting the amended Terms to BOQ Kitchen. The amended Terms will be effective immediately upon being posted to BOQ Kitchen. If you use BOQ Kitchen after the date the changes become effective you are deemed to have consented to the amended Terms. If you do not agree to the amended Terms you must stop using BOQ Kitchen.

## **12. Consent to electronic notices by BOQ about BOQ Kitchen**

In addition to notifications made by BOQ within BOQ Kitchen (including Community Activities) to all members, you consent to BOQ (where applicable) providing you notifications about BOQ Kitchen (including Community Activities) via email, to the email address that you nominated (and via SMS if you have nominated a phone number) when you signed up to become a member of BOQ Kitchen.

## **13. Personal Banking Questions and Complaints**

Personal banking questions cannot be asked by BOQ Kitchen Advisors nor can they be answered by BOQ within BOQ Kitchen (including Community Activities). For any personal banking questions please contact your branch manager or our call our Customer Contact Centre on 1300 52 72 72.

You must not use BOQ Kitchen (including Community Activities) as a means to lodge a complaint or dispute about BOQ's products or services.

If you have a problem, query or dispute about an existing BOQ product or service you hold with us, please contact us outside of BOQ Kitchen (including Community Activities) as follows:

- Contact your local branch manager. Our managers are always willing to listen to your suggestions about our products and services and they will do their best to address any concerns immediately.
- Our Customer Contact Centre can be contacted on 1300 52 72 72 (24 hours a day, 7 days a week).
- Contact our Customer Relations Department via:

Email: [customer.relations@boq.com.au](mailto:customer.relations@boq.com.au)

Telephone: 1800 663 080

Fax: (07) 3212 3286

Mail: Customer Relations  
Reply Paid 2258  
Brisbane QLD 4001

For further details please refer to the relevant BOQ product terms and conditions.

#### **14. Governing Law**

This Agreement is governed by the laws of Queensland. You agree that the Courts of Queensland have the non-exclusive right to decide any disputes.