TALKBANK TERMS OF USE



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This page sets out the terms and conditions ("Terms") pursuant to which you can use or access TalkBank. By using or accessing TalkBank, 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 or access TalkBank.

1. TALKBANK GENERAL INFORMATION

TalkBank has been established for the purpose of encouraging BankVic member feedback and engagement and improving BankVic's product and service offering. The intent of TalkBank is not for BankVic to make any product recommendations. The material in TalkBank may contain general advice and information. This material has been prepared without taking into account your objectives, financial situation or needs. You should consider whether the advice is appropriate for you before acting on it. You should obtain and consider the relevant Product Disclosure Statement (PDS) and Financial Services Guide (FSG) before making any decision about whether to acquire or continue to hold any products mentioned in TalkBank. PDSs and FSGs for BankVic products are available on our website (bankvic.com.au), at a branch or by calling 13 63 73.

2. INTELLECTUAL PROPERTY

The material contained in TalkBank (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 BankVic. The material on TalkBank may be the subject of third-party intellectual property rights and licenses. You must only use TalkBank for your own personal noncommercial purposes and your use must not infringe the intellectual rights of any person.

3. JOINING THE TALKBANK COMMUNITY

BankVic members aged eighteen years and over will be invited to join TalkBank and will be required to register an account by completing an initial on-boarding survey; providing your full name and email address. Upon completion of the on-boarding survey, you will be sent a confirmation email to the email address that you nominated and be required to set a password. BankVic, in its absolute discretion, may decide whether to allow you access to TalkBank. If you do not complete the registration process, including the on-boarding survey, you will not be able to join or take part in TalkBank.

You must complete the survey responses honestly, not register more than one account on TalkBank and not impersonate or create an account for any person other than yourself.

4. ACCESSING TALKBANK AND SECURITY

TalkBank may be accessed via the internet in several ways including, but not limited to, personal and desktop computers, laptops, mobile phones and tablets. Each time you wish to access TalkBank you will need to log in using your email address and password.

You must ensure that your password is kept secret and secure at all times and not disclose it to anyone. You must not allow any person other than yourself to access or participate in TalkBank from your account. If you become aware that another person has become aware of your password, you must change your password in the 'My Profile' section of TalkBank at your earliest convenience.

5. YOUR PRIVACY

Your name and email address will be collected on registration to give you access to TalkBank, and your contact details will be used to invite you to participate in activities on TalkBank as well as to notify you if you win any prizes or incentives as a result of participating in TalkBank. Your contact details may be used by Vision Critical in order to resolve any technical issues with your access to or use of TalkBank.

The other information you provide in TalkBank, including your responses to survey, will be anonymously grouped with the responses and feedback from other members and used by BankVic for research purposes and to improve BankVic's product and service offering.

Please do not include any personal or sensitive information (within the meaning of section 6(1) of the Privacy Act1988 (Cth) of yourself or any other person (such as bank account details, card numbers or details, log-in details and passwords or personal identification numbers, birthdays, home addresses, phone numbers, driver's licence details or tax file numbers) in any of your survey responses or other content published to TalkBank. BankVic will never request such information from you in TalkBank. If you do receive a request for personal or sensitive information – please do not respond and contact us via the details set out in these Terms. Please notify us immediately if you become aware of any unauthorised use of your membership or account details.

In handling your personal and financial information, BankVic is committed to complying with the Privacy Act 1988 and the Australian Privacy Principles.

BankVic recognises the importance of your privacy and is committed to protecting all personal and financial information about you that we hold. We are committed to safeguarding your privacy.

Please refer to our Privacy Policy for details about how we handle your personal information. You can access our Privacy Policy at bankvic.com.au/privacy

6. USE

You must only use TalkBank for lawful purposes. You are responsible for the content you post, upload or transmit to or via TalkBank. Use of TalkBank is at your own risk. In answering surveys or otherwise posting or uploading comments, opinions and other content, you must not, nor attempt to, nor knowingly permit another person to do any

of the following:

- Post, upload or transmit to or via TalkBank 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 TalkBank member);
- Display inappropriate content or images, or factually wrong or misleading information;
- Post, upload or transmit via TalkBank any sensitive information or personal information about yourself (eg. bank account details, card numbers or details, log-in details and passwords or personal identification numbers, birthdays, home addresses, phone numbers, driver's licence details or tax file numbers);
- 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 a jurisdiction or using or accessing TalkBank;
- Use, access or post material to TalkBank 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 TalkBank (eg. tampering with, unauthorised modification to, knowingly transmitting viruses to or disabling features/content from TalkBank).

BankVic may remove any comments or content posted, uploaded or transmitted to TalkBank at any time, including if BankVic believe the comment or content is inappropriate or offensive in any way. You acknowledge and agree that any user content posted in TalkBank that you may have access to do not represent the views or opinions of BankVic, and that BankVic will not be liable to you for any loss, damage or offence incurred or suffered by you as a result of user comments or content posted, uploading or transmitted by other users of TalkBank or caused or exacerbated by any delay in BankVic removing the offending material. If you think any comments or other content in TalkBank breaches the above requirements or infringes your legal rights, please notify BankVic at support@talkbank.bankvic.com.au.

7. TALKBANK PROMOTIONS AND PRIZES

From time to time, BankVic may run promotions or offer prizes in TalkBank. Each promotion or prize offer will be subject to its own terms of entry which will describe the eligibility for who can take part in and enter the promotion or be in the running to win a prize.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

Participation in TalkBank is at your own risk. BankVic does not guarantee that TalkBank will be free from viruses, or that

access to TalkBank will be uninterrupted. We do not warrant that the content of TalkBank is accurate or up to date or that it does not infringe the rights of third parties. Subject to any liability implied by law and which cannot be excluded, BankVic is not liable to you for any losses, damages, liabilities, claims and expenses (whether direct or indirect) arising out of or in connection with information on TalkBank, whether in contract, negligence, statute or otherwise.

Any content or intellectual property (including but not limited to names, logos and trademarks) that BankVic owns which is included in TalkBank will, at all times, remain the property of BankVic and you are not authorize to use such content in any way or do any act that infringes BankVic rights as owner of such content.

9. CHANGES

BankVic may change the information and content in Talkbank and these Terms from time to time without any notice or your consent. The amended Terms will be effective immediately upon being posted to TalkBank. If you use TalkBank 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 TalkBank.

10. TERMINATION OR SUSPENSION

BankVic may suspend or cancel you account and access to TalkBank at any time and without prior notice to you in its absolute discretion including, but not limited to, if BankVic believes it to be desirable or necessary to protect the integrity or security of TalkBank and its users or if BankVic believe that you have breached these Terms. You may cancel your account and ability to use TalkBank at any time by using the Unsubscribe function in the "My Profile" section of TalkBank. If you unsubscribe you will no longer be able to access TalkBank and will no longer receive emails from TalkBank.

BankVic may also cease operating TalkBank at any time without notice to you.

11. PERSONAL BANKING QUESTIONS AND COMPLAINTS

Personal banking questions cannot be asked by members of TalkBank nor can they be answered by BankVic within TalkBank. For any personal banking questions please visit your closest BankVic branch or contact us on 13 63 73.

You must not use TalkBank as a means to lodge a complaint or dispute about BankVic's products or services.

If you have a problem, query or dispute about an existing BankVic product or service you hold with us, please contact us outside of TalkBank.

Phone: 13 63 73

Email: info@bankvic.com.au

Post: GPO Box 2074, MELBOURNE, VIC 3001

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