



## TERMS OF USE

Thank you for visiting miVoice, which is operated by the Bendigo and Adelaide Bank Limited (ABN 11 068 049 178) (“we” / “us” / “our”). This site is an online research community where consumers of banking products and services can come together to take part in online surveys and discussion forums.

By using this site, you agree that these terms and conditions (including our [Privacy Policy](#)) and the [Website Terms of Use](#) will apply to the miVoice website. In the event of a conflict or inconsistency between the [Website Terms of Use](#) and these terms and conditions, the [Website Terms of Use](#) will prevail to the extent of such conflict or inconsistency.

In addition to reading these terms and conditions, **please carefully read the privacy section below.**

If you do not agree with these terms and conditions and the [Website Terms of Use](#), you should promptly cease using miVoice.

### Your participation in miVoice

If we permit you to create an account on miVoice, the account is for your personal use only and is non-transferable. You agree to provide accurate, current and complete information about yourself and to promptly update this information to maintain its accuracy. We may suspend or terminate your account if we reasonably suspects that such information is inaccurate or incomplete.

You must not authorise or permit any other person to use your account. You must protect and keep confidential your password and other account or identity information. You must notify us promptly at [mivoice@bendigoadelaide.com.au](mailto:mivoice@bendigoadelaide.com.au) of any apparent or actual breach of your account security, such as loss, theft, misuse or unauthorised disclosure or use of your account or password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).

As miVoice is provided for your convenience only and without cost to you, you acknowledge that:

- a. we may at any time modify, discontinue, temporarily suspend or permanently remove miVoice and any of the content available on miVoice (or any part thereof);
- b. we and our group members will not be liable to you or any third party for doing so;
- c. you grant us a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up and worldwide right to use the content that you post on miVoice (including the right to sub-licence, distribute and create derivative works) (“Content”); and
- d. you consent to all acts and omissions in respect of the moral rights that you have in the Content.

In using miVoice, please don’t post any Content that is inappropriate or offensive. If you do, we may edit or remove all Content that we reasonably deem to be inappropriate or that does not meet the guidelines below. We may also suspend or terminate your account.

We consider the following list as being examples of inappropriate or offensive use of your account and miVoice and this list is not intended to be exhaustive:

- use in connection with criminal or civil violations of applicable state, territory, federal or international laws, regulations or other government requirements. Such violations include uploading, posting, e-mailing or otherwise transmitting any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, offensive, invasive of another's privacy, hateful, racist or otherwise objectionable or discriminatory;
- impersonate any person or entity, including, but not limited to, a staff member of the Bank;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through or posted on miVoice;
- infringe any patent, trade mark, trade secret, copyright or other proprietary rights of any party;
- transmit or attempt to transmit any unsolicited or unauthorised advertising and promotional materials, such as junk mail, spam, chain letters and pyramid schemes;
- transmit or attempt to transmit any malicious computer code, including software viruses, Trojan horses, that are designed or intended to interrupt, damage, destroy or limit the functionality of any software application or electronic device;
- disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use miVoice;
- interfere with or disrupt the servers or networks connected to miVoice or disobey any requirements, procedures, policies or regulations of networks connected to miVoice; and
- stalk or otherwise harass, threaten, bully or intimidate any person.

Non-compliance with any of the above may result in a demand from us for immediate corrective action by you. In cases where we deem it necessary to prevent negative consequences to us and miVoice, we may temporarily disable your access to miVoice until we are both able to reach an agreement with respect to corrective action. We reserve, at our sole discretion and at no cost or penalty, the right to take corrective measure without prior notice to you if you cannot immediately be reached and where we deem it necessary to do so.

You acknowledge that you may from time to time voluntarily provide us with recommendations, requests, suggestions, or other feedback (“**Feedback**”) either on miVoice or via separate communications. If you provide us with Feedback, you grant to us a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up and worldwide right to use such Feedback (including the right to sub-licence, distribute and create derivative works). You further consent to all acts and omissions in respect of the moral rights that you have in such Feedback.

### **Promotions**

We may run promotions for members through miVoice from time to time. Whenever we run a promotion, we will tell you where you can read and gain access to that promotion’s terms and conditions.

### **Privacy**

By signing up to an account on miVoice, you agree to our [Privacy Policy](#).

Our [Privacy Policy](#) contains information about:

- a. the personal information that we collect and use;
- b. the third parties with whom we may share your personal information;
- c. how you can access and seek correction of your personal information; and
- d. how you can complain about our handling of your personal information.

### *Collection*

In addition to what is set out in the [Privacy Policy](#), when you register with and subsequently use miVoice, we collect and use your personal information so that we can:

- set up, administer and manage your miVoice membership;
- inform you about market research surveys and other activities that we conduct and that we believe that you may wish to participate in;

- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy; and
- manage, administer and promote member competitions and, where applicable, publicise winners.

#### *Use and Disclosure*

In addition to the use and disclosure of your information as described in our [Privacy Policy](#) (including for marketing purposes), your information may be disclosed to our related entities, our joint venture partners, Community Bank and Alliance Bank® companies.

We may also use and disclose your personal information where you provide your consent, and where authorised or required by law.

#### *Disclosure to Overseas Recipients*

The miVoice website is hosted by Platform One Pty Ltd (ABN 26 061 227 334) (“Platform One”) on our behalf in Canada using a platform called Alida Sparq. Your personal information will be stored in a secure database by Platform One in Canada. By signing up to and using your account, you acknowledge and agree to allow both us and Platform One to use your personal information for the purposes described in these terms and conditions, including the delivery of miVoice. If you do not agree to such overseas disclosure, please notify us by emailing [mivoice@bendigoadelaide.com.au](mailto:mivoice@bendigoadelaide.com.au) or by calling 1300 236 344 and cease using your account on miVoice.

#### *Contact us*

If you think someone is breaching these terms and conditions (including the [Website Terms of Use](#) or the [Privacy Policy](#)), please notify us by emailing [mivoice@bendigoadelaide.com.au](mailto:mivoice@bendigoadelaide.com.au) or by calling 1300 236 344.

We reserve the right to amend these terms and conditions (including the [Website Terms of Use](#) or the [Privacy Policy](#)), at any time.