

1. About the parties and these terms of use

- (a) These terms of use (Terms) govern your use of our consumer data right platform (**Platform**).
- (b) The Platform is provided by Basiq Pty Ltd ABN 95 616 592 011 (**Basiq**) on behalf of Heritage and People's Choice Ltd ABN 11 087 651 125 (**we/us/our**) trading as People's Choice Credit Union and Heritage Bank. For the purposes of accepting these Terms, we act in our own right and as limited agent of Basiq.
- (c) These Terms form a binding contractual agreement between you (the user of the Platform) and us. In addition, you agree that Basiq is a third party beneficiary to these Terms and may enforce these Terms as if Basiq was a party to these Terms. For that reason, these Terms are important, and you should ensure that you read them carefully and contact us with any questions before you use the Platform. You can contact us by secure email when you're logged into Internet Banking or by calling us on 13 11 82 if you hold People's Choice branded products, or 13 14 22 if you hold Heritage Bank branded products.
- (d) All rights (including intellectual property rights) to the Platform are owned by Basiq. You must not reverse engineer any of the source code or technology associated with the Platform.
- (e) By using the Platform you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Platform.
- (f) When you use the Platform you will be asked to input information, data, materials or other content through or to the Platform (**Information**). You represent and warrant that you are permitted to provide the Information to Basiq so that Basiq can process your Information using the Platform.
- (g) By providing the Information you licence to us and our service providers (including but not limited to Basiq) (each a **Service Provider**) the right to use, modify, display, manipulate and create derivative works using the Information.
- (h) You acknowledge and agree that each Service Provider may also use, sell, license, reproduce, distribute and disclose aggregate, non- personally identifiable information that is derived through your use of the Platform.

2. Accurate information

- (a) By providing any information to us using the Platform, you warrant that all information provided by you is true, accurate and complete.
- (b) You acknowledge and agree that you are responsible for your use of the Platform. Specifically, you acknowledge and agree that:
 - (i) you use the Platform at your own risk;
 - (ii) you will only use the Platform for your own lawful purpose, in compliance with these Terms; and
 - (iii) if you become aware of any unauthorised access or use of the Platform, or any breach of security with respect to the Platform, you will notify us immediately.

3. Content and data

- (a) Your use of the Platform is made possible due to a number of services supplied by third party websites or applications all operating together. By using the Platform, you appoint us as your limited agent who is authorised on your behalf to:
 - (i) access such third party websites or applications, servers, documents and information as required to facilitate your use of the Platform;
 - (ii) use your information; and
 - (iii) perform all acts as required for us and Basiq to supply the Platform to you.
- (b) You must not input any content to the Platform:
 - (i) unless you hold all necessary rights, licences and consents to do so;
 - (ii) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - (iii) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - (iv) that would bring us, or the Platform, into disrepute; or
 - (v) that infringes the intellectual property or other rights of any person.

4. Disclaimers

You acknowledge and agree to the following.

- (a) Your use of the Platform and all information, products or content are provided to you in good faith on an "as is" and "as available" basis. To the fullest extent permitted by law, both us and the Service Providers expressly disclaim all warranties of any kind as to the Platform and all information, products and other content (including that of third parties) included in or accessible using the Platform.
- (b) You are responsible for determining whether use of the Platform is suitable for you. In determining whether the Platform is suitable for you, you rely on any content or other information provided via the Platform at your own risk.
- (c) You use of the Platform, content and other information provided by us and the Service Providers is at your own risk.
- (d) We and Basiq do not warrant that:
 - (i) the Platform will meet your requirements;
 - (ii) the quality of the Platform will meet your expectations;
 - (iii) the Platform will be provided uninterrupted or error-free;
 - (iv) any information, product or content obtained via the Platform will be accurate or reliable; and
 - (v) any errors in the software or technology will be corrected.

- (e) Any material or data you download or otherwise obtain through the use of the Platform is your own discretion and risk. You are solely responsible for any infections, contaminations or damage to your computer, system or network resulting from your use of the Platform.
- (f) We and Basiq are not responsible or liable for delays, inaccuracies, errors or omissions arising out of your use of the Platform, any third party software, services or operating system.
- (n) use the Platform's application programming interface or software development kit in any manner to knowingly aid in the violation of any third party intellectual property rights, including but not limited to another's copyrights, trade secrets, and patents;
- (o) take any action that interferes, in any manner, with Basiq's rights with respect to the Platform's software development kit;

5. Restrictions

You must not access or use the Platform except as permitted by these Terms. Without limiting this obligation, you must not, and must not permit any other person to:

- (a) alter or interfere with the normal operation, behaviour or functionality of the Platform, including but not limited to, interfering with any:
 - (i) settings; and
 - (ii) technology supplied by the Platform;
- (b) use the Platform in any way which is in breach of any applicable laws or which knowingly infringes any person's rights, including intellectual property rights;
- (c) use the Platform to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;
- (d) use the Platform in any way that damages, circumvents, disables, interferes with or interrupts the supply of the Platform;
- (e) knowingly introduce malicious programs into the Platform's hardware and software or systems, including viruses, worms, trojan horses and e-mail bombs;
- (f) reveal any account password for the Platform to unauthorised users or allow unauthorised users to use your account or access to the Platform;
- (g) use the Platform to carry out security breaches or disruptions of a network. Security breaches include accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
- (h) use the Platform (including through any program/script/command, or sending messages of any kind), with the intent to interfere with, or disable, any person's use of the Platform;
- (i) use the Platform to interfere or circumvent our or Basiq's rights with respect to the Platform, including circumventing user authentication, security or integrity of any of networks, accounts or hosts or those of members or suppliers;
- (j) sublicense any application programming interface for use by a third party;
- (k) create an application programming interface or software development kit that functions substantially the same as those of the Platform and offer it for use to third parties;
- (l) create a product that substantially replicates the Platform or any component of the Platform;
- (m) attempt to circumvent or disable the Platform's software development kit or any technology features or measures therein, including the libraries, application programming interface and other tools made available to you by any means or in any manner;

- (p) attempt to undermine the security or integrity of Basiq's computing systems or where the Basiq's computing systems are hosted by a third party, that third party's computing systems and networks;
- (q) use, or misuse, Basiq's software development kit in any way which may impair the functionality of the Platform's application programming interface or software development kit or other systems used to deliver the Platform or impair the ability of anyone to use or access the Platform; and
- (r) attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access.

6. Limited warranties

You warrant that:

- (a) you have the power, right, authority and entitlement to enter into these Terms and perform your obligations under these Terms;
- (b) (if you are a company) you have full corporate power to execute, deliver and perform your obligations under these Terms;
- (c) these Terms constitute a legal, valid and binding obligation of you enforceable against you by appropriate legal remedy; and
- (d) in entering into and performing your obligation under these Terms you have not and will not be in breach of any relevant law or any obligation owed by you to another person.

7. Indemnity

You agree to be liable for and to indemnify, defend and hold us and Basiq harmless from and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting from:

- (a) any violation of any intellectual property or other right by you; and
- (b) any breach of law, regulation or licence by you except to the extent that the claim, liability, suit, action or expense is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

8. Termination

- (a) These Terms terminate automatically if we cease to operate the Platform.
- (b) We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.