

Heritage Bank

Terms of Use - Heritage Bank Social Media

These Terms of Use apply to your use of Heritage Bank (Heritage)'s social media platforms. By using, contributing to, and/or participating in Heritage's owned and/or managed social media platforms, you agree to accept these terms.

Accuracy of information

While Heritage Bank takes every effort in ensuring all information posted is correct, we cannot guarantee accuracy. You acknowledge and agree Heritage is not responsible for, and does not check the content or accuracy of, any material (including your material) posted by other users on Heritage Bank's social media.

No advice

Please remember all statements made by Heritage should be considered general information only. Heritage's social media does not purport to provide you with financial product or investment advice of any kind. The information available via Heritage Bank's social media does not take account of your particular financial or insurance position or requirements. Heritage Bank suggests you seek independent advice before acting upon Heritage Bank's social media content or any information found on a Third Party site.

Heritage Bank staff use of social media

The social media contributions of Heritage Bank Staff acting in their personal capacity do not represent the official views of Heritage Bank. Such contributions should be considered as those of private citizens and are not endorsed by Heritage Bank.

Contributions of content/ material to social media platforms

You are responsible for the content of all material that you contribute to Heritage Bank's social media, including text, images, photos and videos (Material).

You must ensure that all your Material was created by you and that you own all intellectual property rights in it. You also promise that your Material will not contain anything that is obscene, defamatory, offensive, or otherwise illegal (either in itself or when placed on Heritage Bank's social media).

In addition, you must ensure that your Material:

- does not infringe the intellectual property rights of any person and does not breach any obligations of confidentiality;
- contains no spam or other commercial, advertising, marketing or promotional content or links or information which would facilitate the sale or purchase of products or services;
- contains no personal information or passwords, or the personal details of third parties such as phone numbers, mail or email addresses;
- is not threatening, harassing, spiteful or abusive;
- is not indecent or sexual or pornographic in nature, does not include gratuitous swearing or profanity and does not vilify, insult or humiliate any person or group (including, without limitation, on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability);
- contains nothing which is unduly provocative (including, without limitation, flaming, trolling or otherwise hostile content) or which is false, misleading or deceptive; or
- contains no computer viruses or other computer files or code which adversely affects the operation of Heritage Bank's computer systems or any equipment linked to them.

If your Material contains images (either photographs or videos) you must obtain the consent of any person featured or identifiable in the images before contributing that Material to Heritage Bank's social media.

When contributing to Heritage Bank's social media you must not impersonate any other person. You agree that if your use of Heritage Bank's social media breaches the above Terms, Heritage Bank has the right to terminate your use of its social media platforms.

Management and use of content/ material contributed on social media platforms

- You will continue to own the intellectual property rights in your Material. You give Heritage Bank irrevocable permission to use your Material in any way (including changing, adapting, reproducing or communicating your Material to the public) without charge and without any right of attribution to you and to allow others to use it in the same way.
- At any time and in its reasonable discretion and without notice to you, Heritage may refuse to include your Material in Heritage Bank's social media, remove all or part of your Material from Heritage Bank's social media, edit your Material or terminate one or more of Heritage Bank's social media platforms or your access to them.

Collection of information and privacy

Heritage Bank is committed to respecting Users' privacy and, at all times, complies with its obligations under Australian law (as applicable).

When you submit personal Material, for public display on Heritage Bank's social media, you agree and freely acknowledge that it may be available for anyone in the world to read, view and/or comment on. To protect your privacy, please do not provide personal information such as telephone numbers, email addresses or other personal identifiers on social media.

Third Party links

Any link on Heritage Bank's social media accounts to Third Parties and Third Party products, services or information does not constitute an endorsement or recommendation by Heritage Bank. Heritage Bank does not assume any responsibility or liability for third party information or for the operation or function of any service or facility offered by Third Parties.

Limitation of liability and indemnity

- Inclusion of your Material on Heritage Bank's social media does not indicate any approval of your Material by Heritage Bank, its suppliers or commercial partners. Heritage Bank does not endorse, approve or authorise any material (including your Material) on its social media and you acknowledge that the material on Heritage's social media may not be accurate, complete, up-to-date or useful and that you should not rely upon it.
- Subject to any responsibilities implied by law and which cannot be excluded, Heritage Bank, and its directors, employees, agents, contractors and related bodies corporate, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to Heritage Bank's social media content, User Material, Third Party Material, third party services, or to access (or lack of access) to Heritage social media by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise, except to the extent that the losses, damages, liabilities, claims and expenses are caused by Heritage Bank's fraud, negligence or wilful misconduct (including that of its directors, employees, agents, contractors and related bodies corporate).
- You indemnify Heritage Bank in respect of any liability incurred by Heritage for any loss, cost, damage or expense, howsoever caused, suffered by Heritage as a result of your breach of these Social Media Terms or your use of Heritage's social media except to the extent that the loss, cost, damage or expense is caused by Heritage Bank's fraud, negligence or wilful misconduct (including that of its officers, employees, contractors or agents)
- Your use of Heritage Bank's social media, and your contribution of Material to them, is at your own risk.

Definitions

In these terms: Heritage Bank means Heritage and People's Choice Ltd trading Heritage Bank, ABN 11 087 651 125, AFSL and Australian Credit Licence 244310, to the extent applicable, its officers, employees, contractors, and related contractors. Heritage Bank's social media includes any social media websites or facilities established, authorised or operated by or on behalf of Heritage Bank, including online forums created within Facebook or Twitter, blogs, apps, emulators, simulators, and online polls.