

Terms of Use, Disclaimer & Privacy Policy

February 2018

1. These are the Terms and Conditions of use of the website. By using the website, you agree to abide by these Terms and Conditions of Use.
2. Foresight Enterprises Pty Ltd (ACN 617 276 589) as Trustee for the Foresight Family Trust (ABN 38 283 197 489) trading as Accord Partners ("Accord") provides factual information, consulting advice and services on various non-financial products. Accord does not provide any advice or services related to financial products and engage a network of experts and professionals to provide such advice and services. Accord and its advisers are not permitted to provide any advice of any kind except where permitted by our agreement, license or scope of work.
3. Accord is an information and referral service that provides you with the tools and information you need to compare a wide range of non financial products, providers and services. We do not provide information on all available non-financial products, providers or services so please appreciate that there may be other options available to you than the products, providers or services covered by our service. You should consider seeking appropriate and relevant advice (legal, financial, property, tax, credit, etc.) and consider your own personal financial circumstances when comparing products or using any service or offer.
4. We are not a product manufacturer nor are we owned by a bank, insurer or product manufacturer. While in some cases we may provide you with non-financial product advice we don't, and won't, recommend specific providers, products or services. We want to provide you with the information and confidence to make an informed decision but we don't know enough about you to provide you with personal advice about your specific needs or circumstances. Advice on financial products can be obtained from any of our qualified and licensed referral partners or you may wish to seek advice from your own advisers.
5. In order to provide you with quotes, comparisons, factual information or advice on non-financial products, we may need to collect some basic information about you such as your age, gender and occupation. By contacting us you're authorising us to provide your information to an adviser or broker who will call you to provide you with personal advice about your options and available products. By doing this you are also consenting to us retaining and disclosing your personal information so that we can contact you about other relevant services that we think might interest you (but you can "opt out" of this process at any time by simply withdrawing your consent).
6. We compare data and basic information on a range of non financial products and services. We do not assess if a particular product is suitable for you. Providing or obtaining an estimated quote through us does not guarantee you can get the product, service or offer. Acceptance by third party providers or product manufacturers is based on availability of such products and services and their own criteria, terms and conditions and any other factors that may affect obtaining such service, products or offerings. Please understand that your particular

circumstances, choices and preferences may also restrict the number of products available to you.

7. By providing you with the ability to apply for a non-financial product or service we are not guaranteeing that your application will be approved. Your application will be subject to the Provider's terms and conditions as well as their application, terms and conditions and other criteria.
8. We endeavour to ensure that the information and other content on our website is accurate and current but we can't guarantee the accuracy or currency of the information on which we've relied. We suggest that you use your own judgment and read all relevant information and statements before you make any decision about any service or product covered by our site. If you find an error in our data please let us know and we'll correct our site.
9. To the extent permitted by law, Accord disclaims all liability to any person in relation to use of the website, and you waive all claims against Accord in relation to your use of the website. Accord accepts no liability for any interference with or damage to a user's computer, software or data occurring in connection with or relating to the website or its use or any website linked to this website and does not represent or warrant that applications initiated through the website will in fact be received or made to the intended recipient. Users are advised to confirm the application by other means.
10. The website includes links to other websites operated by community, business and government. These linked websites will have their own terms and conditions of use and you should familiarise yourself with these. All linked websites are linked "as is" and Accord does not sponsor, endorse or necessarily approve of any material on websites linked from or to this site; does not make any warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on websites linked from or to this site; does not make any warranties or representations that material on other websites to which this site is linked does not infringe the intellectual property rights of any person anywhere in the world; and does not authorise the infringement of any intellectual property rights contained in material in other websites by linking the website to those other websites.
11. If you have a complaint or dispute in relation our service, please email our complaints handling office using the following email address:
admin@accordpartners.com.au
12. The information and data on the website is subject to change without notice.
13. Accord may revise the Terms and Conditions of Use at any time by updating this posting.
14. Unless expressly stated otherwise, Accord claims copyright ownership of all material on the website. You may download, display, print and reproduce this material in unaltered form (attaching a copy of this notice) for your personal, non-commercial use. Accord reserves the right to revoke such permission at any time. Apart from this permission and uses permitted under the Copyright Act 1968 (Cth), all other rights are reserved.

Selection & ordering of products

1. We believe there is no perfect order or perfect ranking system for the products, referral partners, or service we list on our Site so we've provided you with the functionality to self-select, re-order and compare providers, products and/or services. Please don't interpret the order in which providers, products and/or services appear on our Site as any endorsement or recommendation from us. There is no particular basis or system of awards or ratings for the providers, products and/or services on this Site. We're happy to provide you with the tools you need to make better decisions, but we'd like you to make your own decisions and compare and assess providers, products and/or services based on your own preferences, circumstances and needs.

Important information

- **Service or Product Range:** Recommendations or comparisons are not intended to be comprehensive of the market of available products and services and not all providers in the market will be included in our services, recommendations and/or comparisons.
- **Promotions and Advertisements:** Products marked as 'Promoted' or "Advertisement" are prominently displayed either as a result of a commercial advertising arrangement or to highlight a particular product, provider or feature. Accord may receive remuneration from the Provider if you click on the related link, purchase or enquire about the product. Accord's decision to show a 'promoted' product is neither a recommendation that the product is appropriate for you nor an indication that the product is the best in its category. We encourage you to use appropriate tools and information to compare your options and find the best option for you.
- **Ranking:** Where products appear on this Site they should not be taken as ranking or endorsing any particular product above another in terms of its suitability for your use.
- **Preferences:** The identification of a group of products, as 'Top' or 'Best' is a reflection of user preferences based on current website data. On a regular basis, analytics drive the creation of a list of popular products. Where these products are grouped, they appear in no particular order.
- **Qualification:** Products compared do not compare features that may be relevant to you in your choices about which product to utilise. Where we state that we have analysed offers or services in the market, the process of analysis is restricted to the information subsequently disclosed and may not be suitable for your personal circumstances.
- **Remuneration:** Where our Site links to particular products or displays 'Enquire now', 'Add to Cart', 'Go to Site' or similar 'call to action' buttons, we may receive a commission, referral fee or payment in relation to your clicking of this link. In some cases we may receive remuneration for referring you to an adviser or product

issuer. These arrangements vary but if you are referred to an adviser they will tell you what referral arrangements are in place.

- **Deals and Offers:** For offers, coupons, deals and discounts, we work hard to ensure that the product and promotional information on our site is current and correct at the time of publication, but providers may subsequently restrict offers, apply additional terms or only have limited quantities available. **All deals and offers are subject to availability.** Always check the provider's website before applying for, or purchasing, anything.

How we handle feedback and complaints

Accord Partners ("Accord") aspires to helping you make better decisions.

We hope you'll be delighted with the tools, services and analysis we make available to you, but if you are not delighted, we are keen to know when and why you're not satisfied so that we can improve.

This document outlines our approach to handling critical feedback, complaints and queries but more detailed information is contained in the [Terms of Use](#) on our site. If you need a reminder of the terms and conditions of our services, please refer to our website for more details.

Rest assured that we genuinely appreciate your feedback which is why we've tried to make it simple for you to provide us with your views. You can simply use our website to [report](#) any problems or issues you have with us, our site or the services we provide.

Whatever problems or concerns you may have we'll do our best to resolve them quickly, transparently and fairly.

Unfortunately, that's not always possible but if you are unhappy with our response we also have a formal disputes resolution process in place.

Feedback, complaints and Internal Dispute Resolution.

At Accord, we believe that all feedback - even criticism or complaints - provide us with insights that can only make our business better. So we legitimately welcome user feedback and encourage them to tell us what we're doing well and where we can improve.

We have Internal Dispute Resolution (IDR) processes that generally accord with International Standards and reflect our commitment to these principles:

Fairness

Our IDR approach is designed to allow equal opportunity to both parties and an objective analysis of the issues. We'll also ensure that our responses are considered and reasonable.

Accessibility

We prefer you to provide your feedback through our website but you can make a complaint by any reasonable means including letter, telephone, in person or email.

Assistance

If require our help to submit your complaint, we're happy to assist you.

Responsiveness

If you have a complaint, the worst result is to feel ignored or that your concerns aren't important. We value feedback, and we respect the effort you've made to share your views with us, so we will

- acknowledge your complaint within 24 hours; and
- respond to your complaint within 10 days.

We won't guarantee any outcomes except that our response (including any remedies or compensation offered) will be fair and appropriate. If we need to quantify loss or damage, we'll consider relevant legal principles, relevant codes of conduct, concepts of fairness and relevant industry best practice.

Cost

Our IDR process is free to complainants.

Data Collection

We love feedback, but we love information more and complaints provide us with rich data about our business. For these reasons, we track categories including:

- the type of complaint;
- the subject of complaint;
- the outcome or result of the complaint; and
- the timeliness of our response.

Confidentiality

The privacy of your personal information is important to us and we respect your confidentiality. We won't ask you for information we don't need but, in order to provide

quotes and some comparative information, we may collect some personal information from you.

You have the right not to provide the personal information we request, but this may compromise the effectiveness of the advice or information you receive. Rest assured that any personal information we collect or receive will be handled in accordance with our Privacy Policy.

Systemic and recurring issues

Feedback is a gift and our IDR process treats it appropriately; we take the time to try to identify systemic issues or recurring problems to prevent other problems or anticipated complaints.

Regular Review

Our IDR processes are subject to regular review and, if you're not satisfied with our response, you have options for external Dispute Resolution.

External Dispute Resolution

If we are in a dispute, and we can't resolve ourselves, it's in both our interests to involve an independent party and try to resolve the dispute in the most efficient and cost effective manner available to us.

So, if we haven't been able to resolve your complaint to your satisfaction, you may escalate it to an independent services. Please let us know if you cannot locate relevant external dispute resolution in your state and we will endeavour to assist.

Please note that these EDR services are free to consumers.

Privacy policy

Foresight Enterprises Pty Ltd (ACN 617 276 589) as Trustee for the Foresight Family Trust (ABN 38 283 197 489) trading as Accord Partners("Accord") is an information service that provides you with the tools and information you need to compare a wide range of products, providers and services. We take your privacy seriously. We have published this policy to show we manage the personal information you provide to us when using our services.

In order to provide you with information, tools and other services we may collect and retain "Personal Information" that may identify you or contribute to identifying you. "Personal Information" can include information such as your name, email address, your photo, contact details and, in some cases, general financial information. We will not collect your personal information unless it's necessary to provide the information, advice

or service you've requested and, where possible, you'll be able to use our services anonymously.

We will only collect your personal information from you or from someone you've authorised to provide it to us. We will also only collect information by lawful and fair means and not in an unreasonably intrusive way.

When we collect your information

When you use our service (or while you're accessing our services) we may collect personal information about you. Because we take your privacy seriously we will take reasonable steps to ensure that you are aware of:

- who we are and how you can contact us; and
- how you can gain access to the information we have collected about you; and
- the purposes for which the personal information is collected; and
- the organisations (or the types of organisations) to which we may disclose your personal information; and
- the laws that requires us to collect this information; and
- the main consequences (if any) for you if you choose not to provide us with personal information about you.

We provide general information about a range of non-financial products and can help you connect with businesses that provide relevant products and services. Some regulations may require us to collect some personal information to provide these services and, if you choose not to provide this information, then there is a chance that the information or advice you receive may not be suitable.

We prefer to collect personal information about an individual only from that individual but when you use our services you may provide us with personal information about someone else. We won't ask you for personal information about someone else unless it's needed to provide you with the service, advice or information you've requested but if you provide us with information about another person, you need to ensure that you are authorised to disclose that information to us. It's your responsibility to ensure that they understand how we will collect, use or disclose the information you provide. You need to take reasonable steps to ensure that they understand that we will not take any additional steps to confirm their understanding of these issues.

How we use personal information

We collect personal information from you to allow us or our referral partners to provide you with services, advice and information including

- answering your general queries about financial products, credit products and related matters;
- confirming your identity;

- communicating with you;
- administering our services;
- notifying you of the services we offer;
- providing you with ongoing services, reports and information;
- carrying out marketing, training or promotional activities;
- Responding to feedback, comments, or any other contact;
- Sending you email(s) or newsletters to which you have subscribed;
- Carrying out competitions;
- helping you to resolve technical issues with our site;
- helping you to identify products and product providers appropriate for your needs and circumstances;
- referring you to product providers;
- in marketing, educative and promotional material (and then only with your express permission).

By using our services, you consent to us collecting, holding and using your personal information in this way.

We may also access, hold and use aggregated information about the people that use our services. Aggregated information won't identify you or any other individual but simply provides us with non-personally identifiable data that we'll use to improve our services, understand our users' needs and develop tailored content. Although you would have provided us with the information we aggregate for these purposes, it won't identify you or enable you to be personally identified.

Where we hold your information

The information you provide to us - both personal and general information - is held on our servers within or outside of Australia and access to these servers is restricted. The information we collect is entered into our site by you, imported on your instruction and transmitted across the internet to our systems, partners documents, agents and servers. By using our service, you are consenting to this process. The service providers who host our servers are not permitted to access your personal information except for the purposes of storing it. Although we will take reasonable steps to protect the information you provide to us, you should appreciate that the Internet itself is not secure and take care about the personal information that you transfer over the internet or by email.

Some of the entities that we share information with may be located in, or have operations in, other countries. This means that your information might end up stored or accessed in overseas countries. This includes: companies located in China, India, Singapore, New Zealand, United Kingdom, United States; various service providers which are likely to be located in New Zealand, Canada, United States, Egypt, Kuwait, United Arab Emirates, India, the Philippines, China or any other country; and for international transactions, such as currency exchanges, we may need to disclose your information to the corresponding international party in order to process the transaction.

The countries we disclose your information to will depend on the details of the transaction you ask us to carry out. When we send your personal information to overseas recipients, we make sure appropriate data handling and security arrangements are in place. It is a condition of our agreement with each of our external contractors that they adopt and adhere to this privacy policy. You can be assured that your information will be maintained by any contractor to whom it is disclosed in accordance with this policy. If you have any concerns in this regard, you should contact us by any of the methods detailed below.

When we will disclose your information

As a general principle, we won't disclose your personal information without your express permission unless

- we are required to do so by the law, to comply with our obligations or exercise our rights;
- it's necessary to lessen or prevent a serious and imminent threat to a person's health, life or safety;
- it's necessary to lessen or prevent a threat to public health or public safety.

How we maintain accurate information

Although we will take reasonable steps to make sure that the personal information we collect, uses or disclose is accurate, complete and up-to-date, it is your responsibility to ensure that the information you provide to us is accurate, complete and current. You control the information you provide to us and you can correct or update any information you choose to provide to us. If you want us to correct our records simply tell us what needs to be changed and why.

How do we retain and secure your personal information

We will only ask for the information we need to provide you with services, advice and information you request from us. Where we retain your information, it will only be information you provide to us and it will only be collected and used with your express permission. Rest assured that we will, and do, take reasonable steps to protect the personal information we hold and prevent the misuse, loss or unauthorised use of the information we hold. We will also take reasonable steps to destroy or permanently de-identify personal information that we do not need or no longer need to retain.

Although Accord maintains a regular plan of recovery in the event of the loss of data stored in relation to products and for the purposes of compliance with internal dispute resolution procedures, we do not routinely store individual personal data except with your express permission. Please be aware that when you engage with us via social media, in a forum or by email you may be providing us with some of your personal information such as names, addresses, phone numbers or email addresses. This information, which may identify you, is generally not retained by us for our broader use.

We believe in openness

This document sets out our approach to the management of personal information and we make this available to anyone who asks for it. If you need to know more, we are more than happy to explain to you what sort of personal information we holds, for what purposes, and how we collect, hold, use and disclose that information. If you need additional information about the Australian Privacy Principles, the Privacy Law or our obligations you can also access the website of The Office of the Australian Information Commissioner (<http://www.oaic.gov.au/>).

You can access your information

If we hold personal information about you, and in many cases we won't, you can request access to the information we hold. We will not restrict your access to the information unless:

- providing access would pose a serious threat to someone's life or health; or
- providing access would have an unreasonable impact upon someone else's privacy; or
- the request for access is frivolous or vexatious; or
- the information relates to existing or anticipated legal proceedings between you and us;
- providing access would prejudice our negotiations; or
- providing access would be unlawful; or
- denying access is required or authorised by or under law; or
- providing access would be prejudicial or commercially sensitive.

If we can't provide you with access to the information because of one or more of these reasons (which we will confirm in writing) we will consider reasonable alternatives that may satisfy all parties. You'll generally be able to access your personal information without cost but, if we think a charge is reasonable it will not be excessive and will not apply to lodging a request for access.

You determine how you're identified

We only collect the information you provide to us so, to a great extent, when you use or services you can determine how you are identified. You can also choose to remain anonymous. We won't try to identify by your TFN, Medicare Number or other Government Identifier and we don't need this information from you. Your ABN may be used in some circumstances but the ABN is not an Government identifier.

Where your personal information may end up

Unless you choose to provide disclose your personal information, or instruct us to do so, the personal information we hold will be secured on our servers and not be transferred

elsewhere. There are some exceptions, but we won't transfer personal information to a foreign country unless:

- We believe that the recipient of the information is subject to a law or arrangements that are substantially similar to the Australian Privacy Principles; or
- you consent to the transfer; or
- the transfer is necessary for the performance of a contract between you and us, or for the implementation of pre-contractual measures taken in response to your request.

We will not transfer information contrary to this policy or without your consent or in a manner inconsistent with the Australian Privacy Principles.

How to provide feedback or request access

We believe in openness and we are committed to ensuring that we respect the privacy of those using the exceptional services we provide. If you want to arrange access to your information or have questions about privacy or the use of this site, contact us at **admin@accordpartners.com.au**

If you have a complaint, you can use the same address or write directly to the Privacy Officer who will try to:

- provide a response within 5 days; and
- investigate and attempt to resolve your complaint within 20 days.

How this policy will be updated

This policy will be updated from time to time and become effective the moment it is posted on our site. If you subsequently use our site or services you are deemed to have accepted the amended policy

Version Date: 21 February 2018

Please note that if the responding officer determines with good reason that your message is spam within the meaning of the Spam Act 2003 (Cth), Accord reserves the right not to respond to any message you send and to block your use of this website from the IP address where the spam originates and reserves the right to claim compensation under the appropriate legislation.