

Terms & Conditions

The eagleviewfinancial.com.au website ("**this website**") is owned by EagleView Financial Pty Ltd (ABN 85 135 447 148) (**the Company**) trading as EagleView Financial Coaching. It is operated by the Company.

By using this website you agree to be subject to the Terms and Conditions. Our Privacy Statement can be found at the end of this document.

Access for persons from within Australia only

This website is for only for the use of persons accessing the website from within Australia. The products and services described in this website are only available to persons accessing the website from within Australia.

No advice provided to you

Unless otherwise expressly stated to the contrary, this website is not designed for the purpose of providing personal financial advice.

Information provided does not take into account your particular investment objectives, financial situation or investment needs. You should assess whether the information on this website is appropriate to your particular investment objectives, financial situation and investment needs. You can either make this assessment yourself or seek the assistance of an appropriately licensed adviser.

The information on this website is not a recommendation to invest in any investments, securities or financial products offered by any product issuer.

Products and Services

Any products referred to on this website are not issued by the Company. Services referred to on this website are only provided by the Company or an officer or employee of the Company if expressly stated.

Third party offers

This website may contain references to offers or services by persons other than the Company. Subject to any applicable law which cannot be excluded, the Company makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of the goods or services available from these persons. Your obtaining of goods or services from these persons is at your own risk. You indemnify the Company and its related bodies corporate against all liability, loss, damage, cost and expense arising from or relating to your obtaining goods or services from a third party referred to in this website.

Disclaimer and limitation of liability

To the maximum extent permitted by law, the Company will not be liable in any way for any loss or damage suffered by you through use or access to this website, or the Company's failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law,

to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you.

General conditions

These Terms and Conditions are governed by the law in force in the State of New South Wales, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning the Terms and Conditions.

These Terms and Condition can be modified at any time by the Company and you agree to continue to be bound by these Terms and Conditions as modified. We will give you notice of these changes by publishing revised Terms and Conditions on this website - we will not separately notify you of these changes.

If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

Copyright

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Issued 23 May 2017

Privacy Policy Statement

Your privacy is important to us

Your privacy is important to us. This statement outlines EagleView Financial's policy on how we manage the personal information we hold about our customers. We respect the confidentiality of information and the privacy of individuals. We are bound by the Australian Privacy Principles (APP).

Our Privacy Policy Statement will be reviewed from time to time to take account of new laws and technology, changes to our operations and practices and to make sure it remains appropriate to the changing environment. Any information we hold will be governed by our most current Privacy Policy Statement.

Why do we collect personal information?

Our business is to provide financial coaching and other services to help individuals understand their financial needs and make informed decisions. To do this effectively, we need to collect certain personal information.

What kind of personal information do we ask for?

Because of the nature of the services provided, government regulations and taxation laws, we ask for a range of personal information from our customers. The type of personal information we may collect can include (but is not limited to) name, address, date of birth, contact details, income, assets and liabilities, account balances, tax and financial statements and employment details.

We obtain most of the information directly from our customers in the course of providing financial planning advice and ongoing customer service. We may also obtain information from other sources.

We may ask for other information voluntarily from time to time (for example, through market research, surveys or special offers) to enable us to improve our service or consider the wider needs of our customers or potential customers.

In some circumstances, we may also need to collect sensitive information. For more details, see the section 'Sensitive information is subject to greater restrictions'.

If you choose not to provide the information we need to fulfil your request for a specific service, we may not be able to provide you with the requested service.

How do we use this information and who may we disclose it to?

While we may send you marketing material from time to time that we think will be useful to you, we are conscious of the need to respect your privacy.

Unless you are informed otherwise, the personal information we hold is used to enable us to provide you with the services that you have requested, to review your ongoing needs, to enhance customer service and available options and giving you ongoing information or opportunities that we believe may be relevant to your circumstances.

Generally, we require that organisations who handle or obtain personal information as service providers to us acknowledge the confidentiality of this information, undertake to respect any individual's right to privacy and comply with the Australian Privacy Principles and this policy.

We will not sell, transfer or otherwise pass your information on to any other parties without your consent.

Sensitive information is subject to greater restrictions

We do not usually collect sensitive personal information and we will let you know we hold is 'sensitive'. Sensitive information relates to a person's racial or ethnic origin, membership of political bodies, religions or trade unions, sexual preferences or activities, criminal record, state of health and medical history.

Management of personal information

Our staff who handle personal information are trained to respect the confidentiality of customer information and the privacy of individuals. We regard breaches of your privacy very seriously and will impose appropriate penalties, including dismissal. We will manage the collection, use and disclosure of personal information in accordance with this statement and the Privacy Act.

How do we store personal information?

Safeguarding the privacy of your information is important to us, whether you interact with us personally, by phone, mail, over the internet or other electronic medium. We hold personal information in a combination of secure computer storage facilities and paper-based files and other records, and take steps to protect the personal information we hold from misuse, loss, unauthorised access, modification or disclosure.

We may need to maintain records for a significant period of time. However, when we consider information is no longer needed, we will remove any details that will identify you or we will securely destroy the records.

How do we keep personal information accurate and up-to-date?

We endeavour to ensure that the personal information we hold is accurate and up-to-date. We realise that this information changes frequently with changes of address and other personal circumstances. If you consider that any personal information we hold about you is not accurate or up to date, you can ask us to update this information by contacting us.

You have the right to check what personal information we hold about you

Under the Commonwealth Privacy Act, you have the right to obtain a copy of any personal information which we hold about you and to advise us of any inaccuracy. The Act does set out some exceptions to this.

To make a request, you will need to complete an application form verifying your identity and specifying what information you require.

We will acknowledge your request within 28 days and respond. We may charge a fee to cover the cost of verifying the application and locating, retrieving, reviewing and copying any material requested. If the information sought is extensive, we will advise the likely cost in advance and can help to refine your request if required.

What if you have a complaint?

If you consider that any of our actions breaches this Privacy Policy Statement or the National Privacy Principles or otherwise doesn't respect your privacy, you can make a complaint. This will be acted upon promptly.

To make a complaint, please telephone us on **(02) 9956.7999**. If you are not satisfied with our response to your complaint, you can telephone the Commonwealth Privacy Commissioner's hotline on **1300 363 992**.

How to contact us

If you want to:

- make a general enquiry about our privacy policy
- change your personal information
- obtain an application form for access to your personal information

you can phone us on (02) 9956.7999.

Technology improvements

We are constantly striving to improve functionality on this website through technology changes. This may mean a change to the way in which personal information is collected or used. The impact of any technology changes which may affect your privacy will be notified in this Statement at the time of the change.

Links to third party websites

Our website has links to external third party websites that may benefit the user. External websites should contain their own privacy statements and we recommend you review them when using their websites. Please note, however, that third party websites are not covered by our privacy policy and these sites are not subject to our privacy standards and procedures.

Issued 23 May 2017