

# Terms of Use

Thanks for visiting the People's Choice Credit Union Green Room (**The Green Room**) which is hosted by Vision Critical Communications Inc. and its subsidiaries (**Vision Critical**) on behalf of People's Choice Credit Union, a trading name of Australian Central Credit Union Limited (**People's Choice, We, Us, Our**). The Green Room is an online research community where you can take part in online activities, such as surveys, on various topics including topics about People's Choice and the products and services that it provides or is considering providing.

By using and accessing this site and participating in The Green Room, you agree to these terms and conditions. If you do not agree with any of these terms and conditions you must not continue to use this site or register an account.

## 1. Joining the community

To request to join The Green Room you will be required to register an account by completing an initial survey and providing your full name and email address. You will also be required to set a password. People's Choice, in its absolute discretion, may decide whether to allow you access to The Green Room. If you do not complete the registration process, including the survey, you will not be able to join or take part in The Green Room.

You must complete the survey response honestly, not register more than one account with The Green Room and not impersonate or create an account for any person other than yourself.

## 2. Accessing The Green Room and Security

The Green Room may be accessed via the internet in several ways including, but not limited to, personal and desktop computers, laptops, mobile phones and tablets. Each time you wish to access The Green Room you will need to log in using your email address and password.

You must ensure that your password is kept secret and secure at all times and not disclose it to anyone. You must not allow any person other than yourself to access or participate in The Green Room from your account. If you become aware that another person has become aware of your password, you must change your password to something secret and secure in the 'My Profile' section of The Green Room at your earliest opportunity.

## 3. Your Privacy

Your privacy is important to us.

Your name and email address will be collected on registration to give you access to join The Green Room, and your contact details may be used by Vision Critical in order to contact you about and help resolve any technical issues with your access to or use of The Green Room.

The other information you provide in The Green Room, including your responses to surveys, will be anonymously grouped with the responses and feedback from other users and used by People's Choice for statistical and research purposes and to improve People's Choice's products and services.

Please read our Privacy Policy for details about how we handle your personal information. Our Privacy Policy contains information about how you can access the personal information we hold about you, how you can seek the correction of such information, how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. You can access our Privacy Policy at <https://www.peopleschoicecu.com.au/corporate-documents/>

All information and data you provide will be handled securely in accordance with our Privacy Policy and security policies.

Please do not include any personal or sensitive information (within the meaning of section 6(1) of the Privacy Act 1988 (Cth) of yourself or any other person (such as bank account details, card numbers or details, log-in passwords or personal identification numbers, birthdays, home addresses, phone numbers, driver's licence details, or tax file numbers) in any of your survey responses or other content posted to The Green Room. People's Choice will never request such information from you in The Green Room. If you do receive a request for personal or sensitive information - please do not respond and contact us via the details set out in these terms. Please notify us immediately if you become aware of any unauthorised use of your membership or account details.

The information collected in The Green Room will be stored in a secure database hosted by Vision Critical in Canada. You can view Vision Critical's Privacy Policy at [https://www.visioncritical.com/VC\\_PrivacyPolicy\\_en-CA.pdf](https://www.visioncritical.com/VC_PrivacyPolicy_en-CA.pdf)

#### **4. Posting content on this site**

The Green Room is your space to have your say and People's Choice wants you to feel free to provide constructive comments - but please be respectful. In answering surveys and otherwise posting or uploading comments, opinions and other content, you must not include anything that is inappropriate or offensive, including anything that:

- contains swearing, defamatory, offensive or violent language;
- constitutes trolling, spamming or being deliberately misleading;
- attacks, harasses, threatens or abuses any other user of The Green Room or any officer or agent of People's Choice;
- is hateful or discriminatory on grounds of race, ethnicity, religion, gender, disability, sexual orientation or political beliefs;
- contains or links to sexually explicit material;
- is illegal or seeks to promote illegal activity;
- contains malicious code or is otherwise designed to cause damage to the operation of the hardware or software used to provide The Green Room or used by other users that access The Green Room or to breach the privacy or security of any other user of The Green Room (such as files containing viruses, worms, trojans, bots, or spyware);
- seeks to advertise or otherwise promote or solicit business for a competitor of People's Choice;
- discloses someone else's personal information without their express consent;
- violates the intellectual property rights of a third party;
- contains confidential or proprietary business information; or
- is in poor taste.

Otherwise, it is up to you as to what comments and content you make, post or upload as long as it relates to the subjects and topics covered in The Green Room.

Any opinions you post or upload to The Green Room in survey responses will not be publicly viewable by other users.

People's Choice may remove any comments or content uploaded, posted or entered in The Green Room at any time, including if we believe the comment or content is inappropriate or offensive in any way. You acknowledge and agree that any user content posted in The Green Room that you may have access to does not represent the views or opinions of People's Choice, and that People's Choice will not be liable to you for any loss, damage or offence incurred or suffered by you as a result of user comments or content posted or uploaded by other users of The Green Room or caused or exacerbated by any delay in People's Choice removing the offending material. If you think any comments or other content in The Green Room breaches the above requirements or infringes your legal rights, please notify People's Choice at [support@peopleschoicegreenroom.com.au](mailto:support@peopleschoicegreenroom.com.au)

#### **5. Promotions and Prizes**

From time to time People's Choice may run promotions or offer prizes in The Green Room. Each promotion or prize offer will be subject to its own terms of entry which will describe the eligibility criteria for who can take part in and enter the promotion or be in the running to win a prize.

#### **6. Applicable Law**

These terms and all matters relating to The Green Room are governed by and are to be construed according to the laws of the State of South Australia and the Commonwealth of Australia. If for any reason any of these terms are held to be unenforceable, the remainder of these terms will continue in full force and effect.

## 7. General

You participate in The Green Room at your own risk. You acknowledge that you are solely responsible for all use of your account information, including information accessed and contributions made to The Green Room from your account. Please ensure you keep your own copies of any materials you contribute to the community as People's Choice may not archive, store or back-up this material nor continue to make this material accessible online.

Subject to any terms implied by law and which cannot be excluded, People's Choice:

- accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of any error, omission or misrepresentation in any information in this site, including as failure to comply with these terms;
- and
- excludes all guarantees and warranties relating to your access and use of The Green Room.

Any links to other websites provided in The Green Room are provided for your convenience only and do not constitute any endorsement by People's Choice of the website content or the relevant website owners.

People's Choice will not be responsible for your access or use of The Green Room or for any interruption or delay in operation, transmission failure, virus or other technological or telecommunications difficulties that you may encounter in using or accessing The Green Room.

Any content or intellectual property (including but not limited to names, logos and trade marks) that People's Choice owns which is included in The Green Room will, at all times, remain the property of People's Choice and you are not authorised to use such content in any way or do any act that infringes People's Choice rights as owner of such content.

## 8. Changes

People's Choice may change the information and content in The Green Room and these terms from time to time without your consent. People's Choice may give you notice of any changes to these terms by:

- notice displayed on the screen; or
- any other reasonable method.

Each time you use The Green Room you will be taken to have accepted and agreed to these Terms of Use at that time including any variations to these terms since you last used The Green Room.

## 9. Cancellation or Suspension of your access to The Green Room

People's Choice may suspend or cancel your account and access to The Green Room at any time and without prior notice to you in its absolute discretion including, but not limited to, if People's Choice believes it to be desirable or necessary to protect the integrity or security of The Green Room and its users or if People's Choice believes that you have breached these terms. You may cancel your account and ability to use The Green Room at any time by using the Unsubscribe function in the 'My Profile' section of The Green Room. If you unsubscribe you will no longer be able to access The Green Room and will no longer receive emails from The Green Room.

People's Choice may also cease operating The Green Room at any time without notice to you.

## 10. Enquiries or Complaints

For further information or if you wish to contact People's Choice or raise a complaint in relation to The Green Room, you can contact us by:

**Phone:** 13 11 82

**Email:** [support@peopleschoicegreenroom.com.au](mailto:support@peopleschoicegreenroom.com.au)

**Post:** GPO Box 1942  
Adelaide SA 5001