

All the warm and fuzzy feels with the fine print

Orange Underground terms of use

Last updated: [18.09.23]

Issued by ING Bank (Australia) Limited (**we, us, our**), the provider of Orange Underground.

1. It's nice to have you around!

■ About this document

Thank you for joining Orange Underground.

Your involvement in Orange Underground is important to us (and hopefully also to you!). These terms (which you agree to when you sign up and participate in Orange Underground) are the contract between you and us in respect of your involvement in Orange Underground - so we ask that you read these terms carefully. It contains helpful information about Orange Underground, your obligations as an Orange Underground member, and other important bits and pieces.

■ About this document

These terms apply to your membership of Orange Underground, and form the contract between you and ING Bank (Australia) Limited (**ING, we, us, our**) in relation to your involvement in Orange Underground.

2. Open sesame!

■ Who can be an Orange Underground member?

You can be an Orange Underground member for as long as you are an ING customer, and only where you comply with these terms.

3. Being a part of the Orange Underground

- Why should you be an Orange Underground member?
- Things you declare and agree to as an Orange Underground member
- Hey, we're all friends – so let's be cool
- If you leave, we'll be sorry to see you go
- We might ask you to leave

■ Why should you be an Orange Underground member?

We know you have lots of great ideas about how we could improve your experience with ING, and with your help we can hopefully deliver those ideas to you!

As part of Orange Underground, you will have the opportunity to tell us what you think about ING and its products and services, as well as what keeps you up at night and how you think we could improve. We'll get the opportunity to understand you when you participate in such things as surveys, discussion groups and interviews - all through Orange Underground.

■ Things you declare and agree to make you an Orange Underground member

As an Orange Underground member, you declare and agree:

- you will comply with these terms, and won't do anything that is against the law or would cause us to breach the law;
- you grant us all rights (including intellectual property rights) in the information and materials that you provide to us through your participation in the Orange Underground, including any interview with you that we record (with your consent) your name and likeness (together, **Your Stuff**), and you have full authority and all rights to make this grant to us;
- we may, at our sole discretion:
 - use and modify Your Stuff without attribution; or
 - modify Your Stuff,
- we don't have to ask you for your approval to do these things and you don't have the right to make a claim against us in respect of how we use Your Stuff;
- except where we offer to pay you for your participation in Orange Underground, you have no right to ask us to pay you for such participation; and
- information we provide to you about Orange Underground is confidential, and you will make sure that you keep that information confidential.

■ Hey, we're all friends – so let's be cool

We all deserve to be respected. So, as a member of Orange Underground, you agree to do each of the following things:

- you will not act fraudulently or maliciously in relation to the Orange Underground, or the systems or software used to provide it to you (**Tech Things**). For example, you will not copy, alter, modify, adversely affect, transfer, transmit, distribute, reproduce, interfere with the working of, remove, create, distribute, reverse engineer, hack into Orange Underground or Tech Things, or insert any malicious coding into the Tech Things;
- you will not do anything that would assist someone whose not an Orange Underground member to get unauthorised access to Orange Underground, or to do any of those bad things to the Tech Things as described in the bullet point immediately above;
- you will be honest and courteous when you provide Your Stuff (such as when you provide answers to survey questions, or when you participate in discussion groups);
- when you provide Your Stuff (like answers to questions we ask), you will:
 - ensure its on point (that is, pertinent to the topic or thing that we're asking);
 - tell us what you really think, and make sure it's constructive; and
 - take responsibility for the quality of Your Stuff (such as the answers you provide);
- you will not use, post or transmit Your Stuff, you will not damage our reputation or the reputation of any other person.

It's not cool if you act in a manner which is contrary to the things set out above, and if we discover that you have done so we may immediately terminate your access and membership to Orange Underground.

■ If you leave, we'll be sorry to see you go

You can leave Orange Underground at any time and terminate your Orange Underground membership.

You still have ongoing obligations if you leave the Orange Underground:

- you're still required to keep things confidential; and
- we still keep the rights you granted to us in respect of Your Stuff.

■ We might ask you to leave

ING reserves the right to immediately terminate your access and membership to Orange Underground at any time where you no longer fulfil any of the eligibility requirements or we discover you have breached these terms.

4. Things may change

■ We may change these terms

We may make changes to these terms from time to time and will take steps to bring any such changes to your attention (such as by placing a notice of the change on a prominent position on the Orange Underground website), together with the changed terms. It is your responsibility to check these terms from time to time to ensure that you agree with them, and your continued participation in Orange Underground after any change to these terms will be deemed to be your acceptance of the change.

5. Do not disturb

■ Collection of your personal information

- Why do we collect your personal information
- What happens if you don't provide your personal information?
- Use and disclosure of your personal information

This is all about something very important – your privacy, something we respect greatly. It may sound a bit formal, but we have your best interests in mind.

Privacy Statement

We are committed to ensuring the confidentiality and security of your personal information. We are bound by the Privacy Act, which includes the Australian Privacy Principles set out in that Act, to guide us in our responsible handling of your personal information.

By becoming a member of Orange Underground, you consent to our collection, handling, use and disclosure of your personal information as described in this Privacy Statement.

This Privacy Statement provides an overview of the key aspects of our Privacy Policy, including how you can access the information we hold about you and seek correction of such information. It also contains information about how you may complain about a breach of your privacy, and who we'll deal with such a complaint.

You can also review the ING Privacy Policy on our website or request a copy by either calling or writing to us.

■ Collection of your personal information

When you become an Orange Underground member, and participate in Orange Underground (including when you provide Your Stuff), we'll collect your personal information, such as your name, date of birth and contact details.

■ Why do we collect your personal information?

We'll collect personal information ■ to manage your Orange Underground membership, ■ so you can participate in Orange Underground in a meaningful way (for example, to help us to understand you and your feedback, and your participation in competitions that we may run from time to time), and ■ to tell you about the products and services we offer and to help us to improve the way that we do business, and the products and services we offer.

■ What happens if you don't provide your personal information?

If you don't provide your personal information, then you may not be able to take part in Orange Underground. For instance, you may not be able to enter into competitions.

■ Use and disclosure of your personal information

The general rule is that we'll not use or disclose your personal information other than for the purposes stated at the time of collection. If we want to use your personal information for another purpose, we'll seek further consent from you - unless that other purpose is related to one of the original purposes of collection and you would reasonably expect us to use your personal information for that other purpose.

6. Our rights to all Orange Underground things

- We own this
- This website

■ We own this

We (or people that we have licensed these things from) own all intellectual property rights to the Orange Underground, and all content (including the artwork, graphics, text, video and audio clips, trademarks, logos and other content) on the Orange Underground and all Tech Things that are used to provide Orange Underground to you.

When you use the Orange Underground website, we grant you a limited licence to display on your computer, print, download and use the underlying HTML, text, hyperlinks, information, content and transaction facilities made available on the website for your personal use and records only and in consulting with your advisers.

■ This website

ING has prepared this website to provide general information only (including in respect of the products and services it offers, which include only a summary of key features of those products and services). ING believes that the information in this website is correct and it has reasonable grounds for any statement or recommendation expressed within, on the date that this website was last updated.

ING, its related companies (as that term is defined in Corporation Act) and their directors, employees, and agents will not be liable for any loss or damage incurred by any person as a result of any error in any information, statement or recommendation on this website (whether due to negligence of ING, its related companies, directors, employees, or agents, or otherwise). This does not limit any rights a person may have under the Australian Consumer Law, the ASIC Act or other applicable legislation.

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7. General (but still important) information

- Hey, that term is not legal
- Governing law
- Our contact details

■ Hey, that term is not legal

If any term is prohibited by law, it is void and does not apply to these terms of use.

■ Governing law

These terms are governed by the laws of New South Wales. You agree to submit to the exclusive jurisdiction of the courts of New South Wales in relation to these terms, and the Orange Underground.

■ Our contact details

You can contact us by calling 133 464 (+61 2 9028 4077 if you are overseas). We are here and happy to help, 24 hours a day, any day of the week.