

## **Terms and Conditions of Use for Sunsuper's online community "My2cents" ([www.My2cents.com.au](http://www.My2cents.com.au))**

### **1. Accepting these Terms and Conditions**

Before joining Sunsuper's My2cents online community, these terms and conditions must be read and accepted.

As part of your registration to join the My2cents community for the first time, you will be asked to agree to these Terms and Conditions by selecting "I agree" during the registration survey. If you do not agree to these terms and conditions, you will be unable to join the online community.

Any competitions you enter via your participation in the My2cents community will also be subject to unique Terms and Conditions.

All other Terms and Conditions that apply to your relationship with Sunsuper as a superannuation fund still apply.

### **2. Continued Application of Terms and Conditions**

These terms and conditions apply to your ongoing participation in the online community and your use of the My2cents site. By continuing to access the My2cents site and participate in the community, you agree to these terms and conditions of use. If you do not agree to these terms and conditions, you should not use the service.

### **3. Accessing the My2cents site ([www.My2cents.com.au](http://www.My2cents.com.au))**

The My2cents site is provided on a third party platform and may be accessed in several ways including but not limited to the web, personal or desktop computers, laptops, mobile phones, tablets and PDAs.

### **3. Joining the community**

To join the My2cents community you must be 18 years of age or older.

You will also be required to register an Account in order to join the My2cents community. This registration process includes answering a survey. If you do not complete this registration process, including the survey, you will not be able to join the community.

### **4. Code of conduct**

My2cents community members are expected to treat each other with respect and courtesy. These standards apply to all interactions within the community and any external interactions with Sunsuper or other parties.

You understand and agree that Sunsuper has ultimate editorial control over all of its online services. Sunsuper may edit, remove or exercise its discretion not to publish your contribution for legal, editorial or operational reasons including if Sunsuper considers it to be:

- a. abusive, offensive or obscene;
- b. defamatory, or otherwise unlawful;
- c. intentionally false or misleading;

- d. an infringement of intellectual property rights including copyright;
- e. inappropriate, off topic, repetitive or vexatious.
- f. compromising the privacy of any person or containing inappropriate personal information;
- g. seeking to endorse commercial products or services; or
- h. impersonating someone else and/or posting on behalf of a suspended member.

## **5. Your participation in the My2cents community**

You acknowledge that you are solely responsible for all use of your My2cents Account, including information accessed, contributions made to the online community from your Account, and any breach of these terms and conditions.

You must ensure at all times that your password is kept secure and not disclosed to anyone (except to Sunsuper while using “My2cents”) and you do not by any other action or omission (for example leaving your computer unattended while logged on to “My2cents”), allow any person other than yourself to access information or contribute to the community from your Account.

You are responsible for all content and responses contributed or provide to any survey, discussion forum or other platform provided via the My2cents site including text, photos, videos, audio and links whilst your Account is logged into the community. You confirm you own or have the right to use any copyright material contributed from your Account (including music, photos, quotes and excerpts of audio or video), that you have permission of anyone appearing or performing in such material, and that you are not infringing any person's rights by submitting the content to Sunsuper. You also confirm you have, where appropriate, sought the consent of the parent or guardian of any person under the age of 18 who is featured in any material you contribute.

Please ensure you keep your own copies of any materials you contribute to the community as Sunsuper may not archive, store or back-up this material nor continue to make this material accessible online.

## **6. Collection of information, Privacy and Security**

By participating in the My2cents community, including responding to surveys, contributing to discussion forums or other platforms via the My2cents site, you agree to allow Sunsuper to use the information you provide for statistical and research purposes only.

All information and data provided will be handled in line with Sunsuper’s Privacy Policy and security policies. The information you provide will be anonymously grouped with feedback from other My2cents participants and used to improve Sunsuper’s products and services.

Your email address or contact details may be provided to the third-party platform host in order to help resolve any technical issues. You acknowledge that this party may contact you directly in relation to the use of your Account.

When accessing or participating in any Sunsuper-managed space on a third party platform, such as channels, pages or feeds hosted on an external site, you agree to comply with the terms and conditions specified by that third party platform. You should make sure you understand the privacy settings for each platform with which you engage and choose appropriate options to protect your personal details and content shared.

You must enter your user name and password whenever you use “My2cents”. To protect your password, you must:

- Protect your password from being lost, stolen or disclosed;
- Not keep a written record of your password;
- Not give, show or tell your password to anyone;
- Not allow any person to read or hear your password, or watch you enter your password;
- Log off immediately after you have finished accessing your account.

Please note that we will not ask you for your password.

You:

- understand that your user name and password allow anybody using them to obtain access to information relating to your Account and contribute to the community from your Account. Leaving your computer unattended while logged on to My2cents may also lead to these consequences;
- authorise us, where the correct user name and password relating to your Account have been entered, to treat any operations on your Account, whether involving access to information or the effecting of contributions to the community, as having been personally authorised in writing by you;
- acknowledge that we are under no duty whatsoever to enquire or establish whether a person accessing your Account is a person actually authorised;
- understand that no data transmission over the Internet can be guaranteed as totally secure and that, while we will take all reasonable measures to protect the security of such information, we cannot ensure or warrant the security of any information you transmit to us using My2cents.

If you suspect that your password and user name may have become known to any other person, or that for any other reason another person may have been in a position to access your Account you must ensure that your password is changed and you inform Sunsuper immediately on 13 11 84.

## **7. Currency and Accessibility**

We will take all reasonable steps to ensure that the information that we make available to you through the My2cents community is correct and up-to-date.

You acknowledge that information available through My2cents may not always be current and the services and functions offered through the My2cents community may not all be available at all times.

Sunsuper is not liable to you for or in connection with:

- Failure of a service to perform in whole or in part, any function which we have specified it will perform;
- The unavailability of a service to you in whole or in part because of the failure of any communication network, ancillary equipment or any circumstance beyond our reasonable control; or
- Delays or errors in the execution of any instruction because of any communication network, ancillary equipment or any circumstance beyond our reasonable control.

## **8. Cancellation or Suspension of Service**

If you breach these Terms and Conditions of Use, Sunsuper may block your Account or your contributions to the community.

If at any time we consider it desirable for security reasons to conduct investigations we may suspend your access to My2cents with or without notice to you.

We may at any time without notice cancel your ability to access the My2cents community if we suspect you or someone else is being fraudulent or not within the terms and conditions as prescribed.

You may cancel your ability to use the service at any time by emailing support@my2cents.com.au and inserting "request removal" in the subject line. If you unsubscribe you will no longer be a member, not be able to access the community and will no longer receive emails from My2cents.

## **9. Variations**

We may vary any of these terms and conditions by written notice to you before a change becomes effective:

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

If you use My2cents after notice has been given by a method referred to above, you will be taken to have accepted the variation.

Any help files and on screen notices form part of these terms and conditions to the extent relevant. If you use any function to which a help file or on screen notice applies, you will be taken to have accepted the help file and on screen notices as part of these terms and conditions.

## **10. General**

These Terms and Conditions of Use will be governed by and construed in accordance with the laws of the State of Queensland which shall have exclusive jurisdiction over any disputes. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms and Condition of Use to be unenforceable, the remainder of these Terms and Condition will continue in full force and effect.

## **11. Meaning of Terms**

In these terms and conditions:

"Account" means the account established in your name in connection with your use of the "My2cents" site;

"Password" means a confidential alpha-numeric string of characters which when used with your user name gives access to the My2cents community;

"Sunsuper" refers to Sunsuper Superannuation Pty Ltd (ABN 880 10 720 840), trustee of Sunsuper Superannuation Fund (ABN 98 503 137 921) and its administrator Precision Administration Services Pty Ltd (ABN 47 098 977 667). These terms and conditions bind, and may be enforced by those parties jointly and separately;

"You and your" refers to the user permitted access to the My2cents community. Any references in these conditions to "you" and "your" includes a reference to any third party authorised by you to access and/or operate

your account(s) through the service, with the intent that you shall be liable for any use of a service in respect of your account(s) and for any failure on the part of any such third party to observe these Terms and Conditions.

Any reference to any legislation or to any Part or provision of any legislation includes a reference to any modification or re-enactment of it, any Part or legislative provision substituted for it and all regulations and statutory instruments issued under it.

## **12. Enquiries or Complaints**

For further information or if you wish to raise a complaint in relation to the use of the My2cents site or community, you can contact us by:

Phone (Customer Service Centre) [13 11 84](tel:131184)

Email [Contact us form](#)

Write to us at: GPO BOX 2924,  
Brisbane QLD 4001