# Your privacy is important to us.

This document should be read in conjunction with NEO Financial Services Website Terms and Conditions. The Definitions set out in the Website Terms and Conditions apply to this Website Privacy Policy.

## 1. Privacy and Your Personal Information

NEO Financial Services respects the privacy of your Personal Information.

Personal Information is information about you, which includes information you have provided to NEO Financial Services when creating an Account with NEO Financial Services, which includes, but is not limited to your:

- 1. name:
- 2. address:
- 3. phone number;
- 4. email address:
- 5. location;
- 6. bank account details;
- 7. mortgage or other loan details;
- 8. shareholder/investment portfolios;
- 9. tax file numbers; and
- 10. payment methods.

No Personal Information is collected if you are simply browsing the Website.

#### 2. Cookies

Data collection devices, called "cookies", are files placed on your hard drive to collect information. NEO Financial Services may use cookies to enhance the use of the Platform, not to record Personal Information. The recording of information about your use of the Website is useful for an overall analysis of traffic. Your browser will generally be set to automatically accept cookies.

If you do not want any cookies to be placed on your hard drive, you can alter your browser settings to refuse them. However, this may also limit the way you view the Platform.

# **3. Why NEO Financial Services Collects Your Personal Information**

NEO Financial Services main purpose for collecting your Personal Information is to facilitate your use of the Services. However, NEO Financial Services may also use the information collected for the following:

- 1. to provide, maintain, protect and improve NEO Financial Services;
- 2. to provide Users with access to certain restricted areas of the Platform;

- 3. for verification purposes;
- 4. for billing purposes;
- 5. to develop new services;
- 6. for analysis of usage of the Services;
- 7. to improve the Content offered; or
- 8. for marketing and promotion purposes.

By providing your Personal Information, you agree to the use of your Personal Information in this manner.

If you do not want to receive marketing and promotional material from NEO Financial Services, you may opt out of receiving this type of communication at any time by clicking the 'unsubscribe' link provided.

#### 4. Disclosure of Your Personal Information

NEO Financial Services will disclose your Personal Information in the following circumstances:

- 1. if required by law;
- 2. if NEO Financial Services believes, in its absolute discretion, it is in the public interest;
- 3. to seek feedback, or monitor or improve quality of service;
- 4. to entities who assist NEO Financial Services in providing, administering, supporting, improving, promoting and marketing the Services; to suppliers, contractors, debt collectors, data storage and management companies (including providers of cloud services), website hosting service providers, and interactive advertisers;
- 5. to companies that promote and market, or conduct research to help NEO Financial improve and target the Services;
- 6. to related corporate bodies; or
- 7. where NEO Financial Service otherwise obtains your permission to disclose the information, for example, where you opt to allow Unrelated Third Parties access to certain documents through the File Vault.

NEO Financial Services may disclose your Personal Information to third parties overseas who provide services to NEO Financial Services, including (where necessary) outsourced billing service providers. NEO Financial Services takes reasonable steps to ensure that these overseas recipients to not breach the Privacy Act 1988 (Cth).

NEO Financial Services may share aggregated, non-personally identifiable information publicly, for example, to show trends about the general use of NEO Financial Services.

### 5. Security

You agree that no transmission of data over the Internet is guarantee as wholly secure and that any information you provide to NEO Financial Services through the Internet, including via email, is at your own risk. You agree that, even though NEO Financial Services uses its best endeavours to secure your Personal Information, such as email encryption, NEO Financial Services cannot guarantee that any information sent or accessed electronically is secure.

You may also assist NEO Financial Services in keeping your Personal Information secure by maintaining the confidentiality of your account information and notifying NEO Financial Services immediately if there is any unauthorised use of your account, or any other breach of security relating to your account.

#### 6. Links

The Platform contains links to Third Party Websites. NEO Financial Services is not responsible. We keep track of your interaction with Third Party Websites provided on the Platform in order to improve NEO Financial Services and to aggregate statistics for the benefit of NEO Financial Services and other third-party service providers.

### 7. Searches

When using NEO Financial Services search function, the search terms you enter are collected and associated with your Account. This information is retained by NEO Financial Services or its affiliates to allow NEO Financial Services to provide information to you, now or in the future.

# **8. Accessing and Amending Personal Information**

Subject to the exceptions listed in the Privacy Act, you have the right to access your Personal Information which is in the custody or control of NEO Financial Services. You can change or update your account information at any time through the Platform.

If you wish to access Personal Information that you have provided to NEO Financial Services but that is not available through your Access Credentials, please contact NEO Financial Services and we will use our best endeavours to provide the information within 10 business days of receiving your request. Please note that NEO Financial Services may charge a fee to cover the cost of meeting your request.

If Neo Financial Services refuse your request, NEO Financial Services will provide you with its reasons for refusal within 20 Business Days of your request.

From time to time your Personal Information may change. It is important that you inform NEO Financial Services of changes to your details as and when they occur.

### 9. Complaints

If you believe that the privacy of your Personal Information is not effectively protected, or if you are concerned that your privacy has been compromised through the dissemination of your Personal Information, please contact NEO Financial Services at the following email address compliance@neofs.com.au

#### 10. Amendments

NEO Financial Services may amend this Website Privacy Policy from time to time. If NEO Financial Services does make amendments, the amended Privacy Policy will be published on the Website and made available through the App.

You agree that it is your responsibility to check for updates to NEO Financial Services Privacy Policy. You further agree that your continued use of the Platform is acceptance of NEO Financial Services amendments to the Privacy Policy.