

## **TERMS OF ACCESS TO THE WEBSITE (TERMS OF ACCESS)**

This website (referred to in these Terms of Access as the **Website**) is owned by **True Wealth Pty Ltd (ACN 635 905 243)**. The Website is operated by **Lambous Tax Services (ABN 33 216 376 515)**, who is referred to in these Terms of Access as “we”, “us”, “our” and similar grammatical forms.

The material on the Website is copyright © 2021 Lambous Tax Services and True Wealth Pty Ltd.

The Website is available for you to access conditional on your acceptance without alteration of the terms and conditions set out on this linked page. By continuing to access the Website you are agreeing to these Terms of Access.

## **OPERATIVE PROVISIONS**

### **1. Agreement to conduct Superannuation Search on your behalf**

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- (a) These terms and conditions form an agreement for Lambous Tax Services, a Registered Tax Agent, to act as your tax agent for the purposes of searching for your superannuation records.
- (b) You expressly authorise Lambous Tax Services and its representatives to act as your authorised representative and use your Tax File Number for the purpose of locating any superannuation accounts you hold with any superannuation funds on the ATO Agent’s portal.
- (c) Once the results of the search are complete, Lambous Tax Services will provide you with a copy of the results via email.
- (d) True Wealth Pty Ltd and Lambous Tax Services have entered into a joint market initiative to offer the services on this Website free of charge. In exchange for the free service, the personal details you provide may be used by either company to contact you in the future and offer further services, being:
  - (i) Lambous Tax Services to provide accounting and taxation services; and
  - (ii) True Wealth Pty Ltd to provide financial services.
- (e) You expressly authorise us to share the information we receive from your superannuation search with True Wealth Pty Ltd and their representatives who may contact you with an offer to provide financial advice.
- (f) We do not charge any fees for performing the searches. If True Wealth Pty Ltd contact you and offer services, they may charge fees for their services provided. Any fees will be outlined to you by True Wealth Pty Ltd and you will need to agree to any fees payable for financial services separate to these terms and conditions.
- (g) You acknowledge that any report provided by Lambous Tax Services or True Wealth containing your lost superannuation (“report”) is general advice only, prepared without taking into account any of your individual objectives, financial situation or needs. Before

taking action on the report you should consider the appropriateness of the report, having regard to your own objectives, financial situation and needs. You should obtain a Product Disclosure Statement from all the superannuation providers mentioned in the report before making any decisions.

- (h) You also acknowledge that any report provided by Lambous Tax Services or True Wealth is merely passing on information from superannuation providers and is not a representation or a statement to persuade or influence you in making a financial investment.

## **2 Use of material on the Website**

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### **1. Generally**

- (a) You may not use the Website, or the material contained on it, for any purpose. This involves:
  - (i) the reproduction or distribution of the material in any material form;
  - (ii) re-transmission of the material by any medium of communication;
  - (iii) uploading or reposting the material to any other site on the Internet; and
  - (iv) “framing” the material on the Website with other material on any other website.

The above are unlawful in any jurisdiction and are specifically prohibited by these Terms of Access.

- (b) You may not modify or copy the layout of the Website or any computer software and code contained in the Website.
- (c) We reserve all intellectual property rights, including, but not limited to, copyright in material or services provided by it. The material provided on the Website is provided for personal use only and may not be:
  - (i) re-sold or re-distributed in any material form;
  - (ii) stored in any storage media; or
  - (iii) re-transmitted in any media,without our prior written consent.

### **2. Disclaimer 1**

- (a) This Website does not provide professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website or linked sites on the Internet.
- (b) To the full extent permitted by law we disclaim any and all warranties, express or implied, regarding:

- (i) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website or of any linked sites; and
  - (ii) merchantability or fitness for any particular purpose for any service referred to on the Website or on any linked sites.
- (c) We will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
- (i) acting, or failing to act, on any information contained on or referred to on the Website or any of the linked websites; and
  - (ii) using or acquiring, or your inability to use any service contained or referred to on the Website or any linked sites.

### **3. Disclaimer 2**

- (a) We do not warrant, guarantee or make any representation that:
- (i) the Website, or the server that makes the site available on the Internet are free of software viruses;
  - (ii) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
  - (iii) errors and defects in the Website will be corrected.
- (b) We are not liable to you for:
- (i) errors or omissions in the Website, or linked sites on the Internet; and
  - (ii) delays to, interruptions of or cessation of the services provided in the Website, or linked sites, whether caused through our negligence or the negligence of our employees, independent contractors or agents, or through any other cause.
- (c) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.

### **4. Disclaimer 3**

Please note that Lambous Tax Services is not authorised to give financial advice. Any purported advice and information is given to you as general advice only and is given without taking into account your financial objectives, financial situation or needs. You should consider whether the information or advice is suitable for you and your personal financial circumstances. Before you make any decisions based on our information or advice, you should seek the advice of a licensed financial advisor.

## **5. Indemnity**

You will at all times indemnify and keep indemnified us and our respective officers, employees and agents (**Those Indemnified**) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:

- (a) any breach of these Terms of Use by you; and
- (b) publication of or distribution of the material or information supplied by you.

## **6. Use of personal information gathered**

- (a) We and any people or legal entities authorised by us may gather and process the personal information:
  - (i) which you may provide when accessing the Website, such as your name, address, e-mail address and other personal information about you; and
  - (ii) regarding the way in which you use the Website including, without limitation, information acquired through the use of “cookies” delivered to your computer when you access our Website.
- (b) We will comply with our privacy policy in respect to our collection, storage and use of your personal information. Please refer to our full privacy policy in clause 3 for details of how we collect, store and use your personal information.
- (c) We will limit our disclosure of your Tax File Number to the recipients authorized to receive your Tax File Number under The Privacy (Tax File Number) Rule 2015 issued by the Privacy Commissioner.

## **7. Termination of access**

We may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

## **8. Alteration of Terms of Access**

We reserve the right to change these Terms of Access:

- (a) with or without further notice to you; and
- (b) without giving you any explanation or justification for such change.

## **9. Intellectual property rights**

All logos, icons, brand names or service names that identify the owner and operator of this Website are our copyright property or our trade marks. You must obtain written permission before reusing any copyrighted material that is published on this Website. Any unauthorised

use of the materials appearing on this Website may violate copyright, trade mark and other property rights or legal protections and could result in criminal or civil penalties.

## **10. Relevant jurisdiction**

- (a) If any part of these Terms of Access is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms of Access and the severed part will not affect the validity and enforceability of any remaining provisions.
- (b) These Terms of Access will be governed by and interpreted in accordance with the law of Queensland, Australia, without giving effect to any principles of conflicts of laws.
- (c) You agree to the jurisdiction of the courts of Queensland, Australia to determine any dispute arising out of these Terms of Access.

## **3 Privacy policy**

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This Website is owned by **True Wealth Pty Ltd (ACN 635 905 243)**. The Website is operated by Lambous Tax Services (**ABN 33 216 376 515**), who is referred to in these Terms of Access as “we”, “us”, “our” and similar grammatical forms.

- (a) By using our services provided on the website are accepting the terms of this privacy policy, and you are consenting to our collection, use, disclosure, retention and protection of your personal information as described in this privacy policy.
- (b) We appreciate that your privacy is important to you, we will continue to protect the personal information you provide us and we will manage your personal information in compliance with the Privacy Act 1988 (Cth) (**Privacy Act**) and the Australian Privacy Principles (**APPs**).
- (c) We will take all reasonable steps to ensure that all information we collect, use or disclose is accurate, complete, up-to-date and stored in a secure environment.

### **1. When do we collect information?**

- (a) We do not automatically collect personal information from you, such as your name, address, phone number, email address or other personally identifiable information about you (personal information). We collect the following information when you use our Website:
  - (i) the personal information you voluntarily provide — that is, we collect personal information with your informed consent;
  - (ii) anonymous non-personal information about how you use our Website; and
  - (iii) “cookie” based information that makes your use of our Website easier by recording your preferences so that when you return to our Website the “cookie” re-loads that information into your web browser.
- (b) For example, we will collect personal information from you when you register on our Websites, respond to a promotional offer, competition or survey or fill out a form related to any customer service feature operating on our Websites.

- (c) When we access the ATO's Agent Portal to find out your superannuation balances, we may collect or be exposed to personal information that may include your name and address, date of birth, contact details, details about your occupation and employer, and financial details such as your bank account, Tax File Number and information about your superannuation funds. We may also be exposed to or collect sensitive information such as your racial or ethnic origin, political opinion, religious beliefs, sexual orientation or criminal record.
- (d) The main purpose for collecting this information is:
  - (i) to help you locate your lost superannuation and to provide you with information on how you could consolidate your superannuation;
  - (ii) to respond to your enquiries, including requests for information and complaints;
  - (iii) Lambous Tax Services is authorized to collect, use and disclose your TFN to the ATO, so where your TFN has been provided to locate or identify your superannuation and pension accounts, report to the ATO in relation to unclaimed monies;
  - (iv) to send you relevant information on the products and services to which may be of interest to you;
  - (v) to carry out analysis about our service offerings and how we can improve them.
- (e) If we are exposed to, or collect, your sensitive information, we will only use and disclose this sensitive information for the purpose for which it was provided, unless you agree otherwise or disclosure is required or authorized by or under an Australian law or court/tribunal order.

## **2. What happens if you don't provide the information requested?**

The collection of your personal information by Lambous Tax Services is authorized under various laws that deal with tax agents. If you choose not to provide the personal information that we ask for, or the information that you provide to us is incomplete or inaccurate, Lambous Tax Services may not be able to find your lost superannuation or provide you with information about its services or refer you to True Wealth which may be of benefit to you.

## **3. Who do we disclose personal information to and why?**

Generally we will only disclose your personal information for the purposes for which it was collected. The organisations and people to whom we may disclose your personal information include:

- (a) the Australian Taxation Office;
- (b) True Wealth Pty Ltd;
- (c) Your spouse or former spouse or their nominated legal adviser in accordance with Family Law Act 1975 (cth) requirements;
- (d) Government institutions and regulatory authorities including ASIC, AUSTRAC and the OAIC;
- (e) Courts, tribunals, including the Australian Financial Complaints Authority;

- (f) Auditors, actuaries and legal advisers – to ensure we comply with legislation and other obligations;
- (g) Independent consultants, marketing and communication agencies, market research, analytics and data services companies for the purpose of conducting data analysis, market research and developing marketing campaigns with respect to services;
- (h) Mail houses, printing companies and digital communication agencies – to send you information about your superannuation entitlements via mail, SMS and email;
- (i) Archiving companies – to ensure all documents are stored in a secured environment;
- (j) IT service organisations – to provide and maintain IT services and systems;
- (k) Web hosting company and web/application developers – to host, develop, test and manage the Website.

However, we will only disclose your TFN to recipients authorized under the *Privacy (Tax File Number) Rule 2015* issued by the Privacy Commissioner.

#### **4. Why do we use “cookies” and other web use tracking technologies?**

- (a) When you access our Website, a small files containing a unique identification (ID) number may be downloaded by your web browser and stored in the cache of your computer. The purpose of sending these files with a unique ID number is so that our Website can recognise your computer when you next visit our Website. The “cookies” that are shared with your computer can’t be used to discover any personal information such as your name, address or email address they merely identify your computer to our Websites when you visit us.
- (b) We can also log the internet protocol address (IP address) of visitors to our Website so that we can work out the countries in which the computers are located.
- (c) We collect information using “cookies” and other tracking technologies for the following reasons:
  - (i) to help us monitor the performance of our Website so that we can improve the operation of the Website and the services we offer;
  - (ii) to provide personalised services to each user of our Website to make their navigation through our Website easier and more rewarding to the user;
  - (iv) to sell advertising on the Website in order to meet some of the costs of operating the Website and improve the content on the Website; and
  - (iv) when we have permission from the user, to market the services we provide by sending emails that are personalised to what we understand are the interests of the user.
- (d) Even if you have given us permission to send you emails, you can, at any time, decide not to receive further emails and will be able to “unsubscribe” from that service.

- (e) If you are unhappy about having a cookie sent to you, you can set your browser to refuse cookies or choose to have your computer warn you each time a cookie is being sent. However, if you turn your cookies off, some of our services may not function properly.

## **5. How do we store your information?**

We use different technologies and procedures to help protect personal information from unauthorized access, loss, alternation, disclosure or use. Some of the safeguards we use are physical access controls, information firewalls and access authorisation controls to where your personal information is held in data centres. We also use data encryption when personal information is transferred to and from our service providers. Our commitment to data security means:

- (a) we have procedures to limit access to personal information within our organisation;
- (b) we use security measures and technologies within our organisation to protect your personal information; and
- (c) we use service providers that can establish that they have secure controls relating to software security, access security and network security, including where credit card information is being transferred.

## **6. What use do we make of your personal information?**

- (a) We may send you information and updates about any other product, service or information that we provide to our customers; in addition we may send you occasional company news and information about other products and services or special promotional offers of our affiliated companies. If at any time you would like to stop receiving future commercial messages from us, we include detailed unsubscribe instructions at the bottom of each email.
- (b) We may also release your personal information when we believe release is appropriate to comply with the law, website policies and terms & conditions, or protect ours or others rights, property, or safety.

## **7. How can I access the personal information that you collect?**

- (a) We are happy to provide you with details of personal information held about you. APP 12 allows you to get access to, and correct, the personal information we hold about you. To access this information, you need to email or write to us using the contact details below.(b)APP 13 allows you to ask us to take reasonable steps to correction any personal information that is inaccurate, out of date, incomplete, irrelevant or misleading.(c)If you believe that your personal information has been misused, you can inform us of your complaint by writing to our address and we will attempt to resolve the matter. Lambous Tax Services, [fasttaxpc@bigpond.com](mailto:fasttaxpc@bigpond.com), 0434845164.



- (d) If you are not satisfied with the outcome of your complaint you may refer the matter to the Office of the Australian Information Commissioner (OAIC). Telephone: 1300 363 992. [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

OAIC complaints page: <http://www.oaic.gov.au/privacy/privacy-complaints>

## **8. Terms and conditions**

Please also visit our Terms of Access to our Website (clauses 1 and 2) which sets out the conditions of use and limitations of liability governing the use of our Website.

## **9. Your consent**

By using our Website, you consent to this privacy policy.

## **10. Changes to our privacy policy**

If we decide to change this privacy policy, we will post those changes on this page, and update the privacy policy modification date. This privacy policy was last modified on 15 July 2021.