

Social media user terms



About this form

These user terms apply to your use of ING DIRECT's social media sites or facilities. In consideration of your use of, contribution to, and/or participation in and of ING DIRECT's owned and/or managed social media resources/accounts/presences, or the ability to contribute content to ING DIRECT's social media, you agree to be bound by these terms.

1. Contributions of Material

- a. You are responsible for the content of all material that you contribute to ING DIRECT social media, including text, images, photos and videos (Material).
- b. You must ensure that all your Material was created by you and that you own all intellectual property rights in it. You also promise that your Material will not contain anything that is obscene, defamatory, offensive, or otherwise illegal (either in itself or when placed on ING DIRECT's social media).
- c. In addition, you must ensure that your Material:
 - does not infringe the intellectual property rights of any person and does not breach any obligations of confidentiality;
 - contains no spam or other commercial, advertising, marketing or promotional content or links or information which would facilitate the sale or purchase of products or services;
 - contains no personal information or passwords, or the personal details of third parties such as phone numbers, mail or email addresses;
 - is not threatening, harassing, spiteful or abusive;
 - is not indecent or sexual or pornographic in nature, does not include gratuitous swearing or profanity and does not vilify, insult or humiliate any person or group (including, without limitation, on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability);
 - contains nothing which is unduly provocative (including, without limitation, flaming, trolling or otherwise hostile content) or which is false, misleading or deceptive; or
 - contains no computer viruses or other computer files or code which adversely affects the operation of ING DIRECT's computer systems or any equipment linked to them.

If your Material contains images (either photographs or videos) you must obtain the consent of any person featured or identifiable in the images before contributing that Material to ING DIRECT's social media.

When contributing to ING DIRECT's social media you must not impersonate any other person. You must not use ING DIRECT's social media in a manner which adversely affects the use of enjoyment by any person of ING DIRECT's social media.

2. Dealing with your Material

- a. You will continue to own the intellectual property rights in your Material. You give ING DIRECT irrevocable permission to use your Material in any way (including changing, adapting, reproducing or communicating your Material to the public) without charge and without any right of attribution to you and to allow others to use it in the same way.
- b. At any time and in its sole discretion and without notice to you, ING DIRECT may refuse to include your Material in ING DIRECT's social media, remove all or part of your Material from ING DIRECT's social media, edit your Material or terminate one or more of ING DIRECT's social media platforms or your access to them.

3. Liability relating to social media and your Material

- a. Inclusion of your Material on ING DIRECT's social media does not indicate any approval of your Material by ING DIRECT, its related bodies corporate, suppliers or commercial partners.
- b. ING DIRECT does not endorse, approve or authorise any material (including your Material) on its social media and you acknowledge that the material on ING DIRECT's social media may not be accurate, complete, up-to-date or useful and that you should not rely upon it.
- c. You acknowledge and agree that ING DIRECT is not responsible for, and does not check the content or accuracy of, any material (including your Material) on ING DIRECT's social media. You also agree that to the extent permitted by law ING DIRECT, its related bodies corporate and contractors will have no liability to you of any kind (including, without limitation, direct and consequential losses) under any circumstances (including, without limitation, negligence) in connection with ING DIRECT's social media, your Material or any other material on those social media.
- d. If you breach these terms or laws relating to your use of ING DIRECT's social media or your Material, you will indemnify ING DIRECT against any third party claims, losses, damages or costs suffered or incurred by ING DIRECT in connection with your breaches.
- e. Your use of ING DIRECT's social media, and your contribution of Material to them, is at your own risk.
- f. ING DIRECT does not represent or warrant that its social media or any of the material on its social media will operate for any minimum period of time, will be free of computer viruses, or have any particular audience, availability, service levels or other characteristics.
- g. Nothing in these terms limits or excludes any non-excludable rights you may have or non-excludable terms that may be implied under State or Commonwealth laws including the Trade Practices Act 1974 (Cth). These terms will be construed subject to those non-excludable rights and terms.

4. Targeted advertising

We may use personal information that we collect about you – and combine it with other information – to present digital content tailored to your interests, including targeted advertising.

Targeted advertising is advertising that we or our partners display on websites and apps outside ingdirect.com.au – and is based on the preferences or interests inferred from data collected from a particular computer or device, regarding web viewing behaviours over time and across different websites and apps.

If you don't want us to collect information about you using cookies and similar technologies, you can disable or delete them. Most computer systems and browsers offer their own privacy settings, and we encourage you to use them to enhance your choices. However, if you do disable cookies and similar technologies, some site functionality may not work.

5. General

- a. ING DIRECT may vary these terms from time to time. You should check for variations periodically.
- b. These terms govern apply to ING DIRECT's social media. To the maximum extent applicable, ING DIRECT's Web Site and Online Services Terms of Use also apply.
- c. These terms will be governed by and construed in accordance with the laws of the state of New South Wales, Australia.

Definitions

In these terms: ING DIRECT means ING Bank (Australia) Limited ABN 76 096 304 620 and, to the extent applicable, its officers, employees, contracts, related bodies corporate and contractors.

ING Bank (Australia) Limited has been granted an Australian Financial Services and Australian Credit Licence, 229823 and through the ING DIRECT division, is responsible for the advice provided on this website.

ING DIRECT's social media includes any social media websites or facilities established, authorised or operated by or on behalf of ING DIRECT, including online forums created within Facebook or Twitter, blogs, apps, emulators, simulators, and online polls.