

Sidekick App

Terms and Conditions





1. Introducing the Sidekick App

Welcome to the Sidekick app (**App**).

This App is owned and operated by Commonwealth Bank of Australia, ABN 48 123 123 124 (**CommBank**).

This App is designed for compatible Apple iPhone devices, offering access to CommBank's Human Resources Information Solutions and policy advice and as we progressively upgrade CommBank Commercial Offices to accept 'smartphone based building entry', it will become the primary method of entry to those premises.

The App is designed for use with compatible Apple iPhone devices. CommBank employees can install and register this App on more than one device, whether issued by the Bank or owned by the individual however, only one device can be registered for building access at any one time. The preferred and most practical device for use with building access is your smartphone device.

CommBank reserves the right to limit or withdraw access to this App or any one or more features on this App at any time including (but not limited to) for security reasons or to perform maintenance. Should this occur you acknowledge that your personal settings and other saved data may be lost, and that CommBank is not responsible for any such loss.

By using this App you agree to be bound by these terms and conditions (Terms of Use). If you do not wish to be bound by these Terms of Use you should cease using and uninstall this App immediately.

2. License

Subject to these Terms of Use, CommBank grants you a personal, non-exclusive, non-transferable, limited and revocable license to use this App for personal and/or non-commercial use on a compatible Apple iPhone device owned by you or owned by your employer. Any use of this App (in whole or part) in any other manner, including but not limited to, resale, transfer, modification or distribution of this App is prohibited.

3. Accessing this App

If you are an employee of the Commonwealth Bank of Australia or a related entity, you may set up a login to this App using your LAN ID and password. You will also be required to also set a PIN for use in accessing this App.

You will not be able to use this App if you are not a current employee or contractor of CommBank or related entities.



If you register to use this App then you agree that:

- a. You will not use another person's email address, identity or contact details;
- b. You will not sell, transfer, or assign any rights you have in relation to this App – this includes sharing your access or information from the App with any other person;
- c. You are solely responsible for all activities that occur using your password, login and PIN, whether or not you authorize the activity;
- d. You are solely responsible for maintaining the confidentiality of your password, login and PIN and for restricting access to the device on which this App is installed;
- e. We will not be liable for any loss or damage that you or any third party suffer, howsoever caused, as a result of your failure to comply with your obligations in these Terms of Use;
- f. We may reject the use of any email address or password or PIN for any reason in our sole discretion; and
- g. You will follow the Acceptable Use of Group Technology Policy when using the App, which can be viewed by clicking [here](#).

4. Inner Circle and sharing of information

Certain features of this App, such as the Inner Circle feature, allow you to share information with others via email or by using features within this App. You agree to only use these functions for lawful purposes.

By allowing the transmission of messages through this App or the posting of material on this App, we are not responsible for, and accept no responsibility for any information uploaded, posted, transmitted or otherwise made available by any person other than us. By allowing users to post, transmit or otherwise make information available on this App we will not be taken to have uploaded, posted, transmitted or otherwise made such information available. Furthermore, we will not be taken to have endorsed any opinion, advice or statement made by any person other than us by virtue of the uploading, posting or transmission of such information. Should we notice any material posted that is, in our absolute opinion, unlawful or inappropriate, we may remove that material without notice.

By using this App to post material you grant CommBank a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit any material you post in any form and for any purpose. You also warrant that you have the right to grant such licence and waive all moral rights in such material.

5. Your information

CommBank collects and stores information when you download, install, register and/or login to use this App. CommBank may disclose that information to its related companies, contractors and agents to assist in maintaining this App. CommBank's collection and use of your personal information is governed by its



Privacy Statement, which can be viewed by clicking [here](#). Your use of this App will be taken to be an acceptance of the terms contained in that Privacy Statement.

6. Intellectual Property

By using this App you agree that:

- (a) you do not have any right, title or interest in or to any proprietary rights relating to the information contained in this App; and
- (b) you will not reproduce information obtained by using this App except where such reproduction is for your own personal non-commercial use in accordance with these Terms of Use.

7. Notifications

Certain functionality on this App may require you to elect to allow distribution of alerts from CommBank which may be via a push notification service. Alerts will be sent to any compatible Apple iPhone device on which you have installed and registered this App with notifications enabled. This may include where you have paired your device to a smart watch. Alerts could be seen by others (including unauthorised persons) who use or access your device or who are able to see your smart watch. Please check the notifications settings on all your devices to ensure the privacy and alerts settings are appropriate for your use. If you have an Apple device, you can enable or disable notifications for this App via the Notifications tab in your device Settings.

Alerts may include:

- Alerts when new versions or upgrades are available
- Alerts which relate to functionality and policy directly supported by the App.

All alerts will be sent to you and managed in accordance with CommBank's Privacy Policy. CommBank reserves the right to suspend or discontinue its alerts services at any time without notice.

8. Other things you should know

A. Monitoring and Surveillance

If you grant this App permission to use your iPhone or Android device's location information, we will log this location information whilst you are in a CBA Location Aware building for security purposes and to enable other App functionality where location information is required.

CommBank is committed to protecting its customers, people and information. To assist with this, we monitor the use of group technology (including this App) and conduct workplace surveillance within CommBank premises. Our people, including contractors and visitors, are expected to conduct themselves and use the App in a responsible and authorised way.



CommBank uses tracking surveillance to monitor the App within CommBank premises. Tracking surveillance includes the use of electronic devices capable of being used to establish or monitor the location of a person or the status of an object. Such devices include the device on which this App is installed. CommBank may use surveillance for any reason it considers appropriate from time to time including:

- (a) To determine whether you are using the App for an unacceptable purpose or you are accessing locations you are not authorised to access.
- (b) To use location information obtained within CommBank premises that are “location awareness” enabled buildings, to provide anonymised data on how spaces are being utilised.

Tracking surveillance is continuous and ongoing within CommBank premises.

B. Suspension or termination

We may suspend or terminate your use of this App without notice at any time, including (without limitation) if we suspect that this App is being accessed or used otherwise than in accordance with these Terms of Use.

C. Changes to these Terms of Use

We may change these Terms of Use at any time. We will notify you of any material changes by electronic notice to you via your device or the App Store. Your continued use of this App after any such variation or modification will be taken to be an acceptance of such variation or modification. We may however also require you to confirm your acceptance of changes to continue using this App.

D. Severability

If any provision or part of any provision of these Terms of Use is deemed invalid, this will not affect the validity of the remaining provisions or part the remaining part of the affected provision of these Terms of Use, which will remain in full force and effect.

E. Waiver

A failure by CommBank to assert any right under these Terms of Use will not constitute a waiver of that right nor will any such failure be taken to be a further or continuing waiver of that term.

F. Assignment

You cannot assign or otherwise transfer any of your rights granted under these Terms of Use without the prior written consent of CommBank. CommBank can assign or otherwise transfer any of its rights under this agreement at any time.

G. Links



Any links to third party sites appearing in this App are provided for your convenience only. Your access of third party sites using these links is done at your own risk.



H. Applicable law

These Terms of Use are governed by, and will be construed according to, the laws of the State of New South Wales.

By using this App you irrevocably submit to the jurisdiction of the Courts of the State of New South Wales and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to these Terms of Use.

I. Acknowledgement and compliance

This App is not provided by Apple or any other third party provider. Accordingly, any queries or complaints regarding this App (including but not limited to issues regarding intellectual property) should be directed to us and not Apple. The foregoing applies for the benefit of Apple and any third party whose information appears in this App. You also acknowledge the application of Australian anti-money laundering and counter terrorism financing regulations, and agree that you are not in a location that is subject to a government embargo.

9. Contact

If you have any questions or comments relating to this App or these Terms of Use please do not hesitate to contact CommBank as follows:

Sidekick@cba.com.au

10. Meaning of words

"compatible iPhone devices" or **"devices"** means iPhones that meet the requirements listed in the Apple App Store.

"we", "us", "our", or "CommBank" means Commonwealth Bank of Australia, ABN 48 123 123 124

"you" or "your" means the person downloading this App.

By clicking "Accept" you agree to these Terms of Use.