



finch

Terms & Conditions

Hey Finchers! Welcome to our Terms and Conditions and [Privacy Policy](#). We told our lawyers to go easy on the Shakespearean English but they couldn't resist! If you're looking for a quick answer, be sure to check our FAQs first. Otherwise, grab a cuppa and settle in...

Overview

Finch Pay or Request

Finch Tabs & Finsights

Finch Community

General Terms & Conditions

Overview

These terms of service (“Terms, Agreement”) are a contract between you and Genriche Pty Ltd and applies to your use of the Services.

Interpretation:

In this Agreement unless the contrary intention appears:

- a) The singular includes the plural and vice versa;
- b) a reference to a gender includes each other gender;
- c) a reference to a regulatory guide, statute or other law includes regulations and other instruments made under it and consolidations, amendments or replacements of any of them; and
- d) a reference to a person includes:
 - e) an individual or a firm, body corporate or association (whether incorporated or not); and
 - f) the person's legal personal representatives, successors, substitutes, transferees and assigns.

Definitions:

Basic User means a Finch User who is not a Standard User.

Finch or **app** means the mobile application called “Finch” through which we provide our Services.

Finch Account means an account with Finch.

Finch Pay means an instruction to send money through Finch to another Finch User.

Finch Request means a request to receive payment from another Finch User.
Finch User means the holder of a Finch Account.

Force Majeure means any delay or interruptions in fulfilling our obligations under these terms and conditions if the circumstances are beyond our reasonable control or the control of any Service Provider. This includes problems with your telecommunications services, internet service provider, computer hardware and/or software, or difficulties in sending or receiving emails.

Services means all products and services owned and operated by Genriche Pty Ltd or any of its affiliated companies including the content, features, tools, data, software and functions made available by Genriche through www.finch.me, our mobile application (“Finch” or “app”), and other websites or applications we operate. As of the effective date of these terms, Services includes the following key features:

- Finch Pay or Request.
- Tabs
- Finch Insights (which we also call Finsights)

Finch Pay or Request Services

Service Provider means a service provider nominated by us to assist us to provide the Services from time to time.

Standard User means a Finch User who has been classified by us as a Standard User.

Us, our, we, Company means Genriche Pty Ltd, its directors, employees and agents.

Website means www.finch.me

You means the holder of the Finch Account.

1. OPENING A FINCH ACCOUNT

1.1 To use Finch, you need to apply to open a Finch Account through the Finch mobile app. If you are unable to open an account, you will not be able to access the Services. We reserve the right to decline your application to open a Finch Account.

1.2 This Agreement applies to all dealings between you and us. By opening a Finch Account, you acknowledge that you have read, and agree to be bound by, this Agreement.

1.3 If we accept your application to open a Finch Account, the Services will be provided in accordance with this Agreement as well as our Privacy Policy (“Privacy Policy”) which is available [here](#).

2. ELIGIBILITY AND ACCOUNT REGISTRATION

By registering for a Finch Account, you represent and warrant that:

- (a) You are an individual and are 18 years of age or older
- (b) You are an Australian resident and will only use the services in Australia;
- (c) You are creating an account with an Australian cellular/wireless telephone number that you own;
- (d) Any information you provide to us, both when you register and in the future, is and will be true, accurate, current and complete;
- (e) Any instruction you give us is lawful;
- (f) You are only registering an account for yourself and this Agreement will bind you in your personal capacity;
- (g) You will only use your Finch Account in accordance with these Terms;
- (h) You will ratify and confirm any actions we carry out based on your instructions;
- (i) You will pay any fees which we may incur in implementing your instructions;
- (j) You fully understand and accept this Agreement and will contact us before opening a Finch Account if you would like to clarify anything;
- (k) You will inform us of any error or omission as soon as you become aware of it and you are responsible for taking necessary action to mitigate any potential loss from the error or omission.

In order to register, create and use a Finch Account, we may require that you submit certain Personal Information such as your full name, email address, mobile phone number, street address or postcode, and date of birth to us.

Finch Pay or Request

For your security, during the account registration process, we will send to your mobile phone number provided a random 6-digit code, which you then must enter in order to complete the registration process. During the registration process, or when you access the Finch Account from a mobile phone, your phone's device ID is also stored. Any information we store is stored in accordance with our Privacy Policy.

You agree that the Personal Information you provide to us in accordance with our Privacy Policy upon registration and at all other times will be true, accurate, current and complete, and you agree to maintain and update this Personal Information with us as necessary.

You must not sell, transfer, or assign your account to anyone else. You must keep your 4-digit PIN or other security measures confidential, you must not share it and you may not allow anyone else to log into our Services as you. In the event you breach these terms, we may immediately cancel your access to Finch. You are responsible for all activities that occur in your Finch Account. If you believe that your account is no longer secure, notify us immediately at support@finchme.com

If you do not provide us with the information we request, we may decline to open a Finch Account for you.

We reserve the right in our sole and absolute discretion to make changes to how we operate and provide our Services, including adding new services, modifying existing services, or suspending, discontinuing, or terminating your access to any or all portions of our Services or your Finch Account at any time and without prior notice to you.

3. FINCH PAY OR REQUEST SERVICES

3.1 Finch Payments

Once you have established a Finch Account, the app allows you to make payments to and accept payments from third party individuals who you know or are listed on your mobile phone contacts via "Finch Pay or Request". These third party individuals must also have a Finch Account.

All money transmission through Finch is provided by Southern Payment Systems Pty Ltd, which operates the Pin Payments Service. Pin Payments is a licensed provider of money transfer services and is provided by Pin Payments, pursuant to Pin Payments licenses. When you use Finch, you are also subject to Pin Payments terms and conditions, available at <http://pin.net.au/terms>

In order to withdraw funds, Finch requires us to access details about nominated bank account. To do this, we use a service provider to enable a secure automated programming interface to your bank account site to verify your account information and collect your bank details.

From time to time, payment and requests under Finch may be subject to other requirements. These will be uploaded to www.finch.me/legal/licenses.

Finch Pay or Request

3.2 Finch Transfers

Before you can instruct us to make a transfer, you must fund your Finch Account. To fund your Finch Account, you must provide us with access to your nominated debit or credit card.

By opening a Finch Account, you authorise Finch to access your nominated debit or credit card, and bank account if you would like to withdraw funds from a Finch Account. If you nominate a minimum balance, we will automatically top up your Finch Account when your Finch Account falls below that minimum balance, from your nominated debit or credit card.

We do not guarantee that a transaction will be completed, or that a transaction will reach its intended recipient.

We have no responsibility for the actions of your transfer recipient or for the subject of the transfer. We do not guarantee the identity of any user of the Finch Pay or Request Services or that a sender or a recipient can or will complete a transaction.

3.3 Finch Pay or Request Services users

Once you have opened a Finch Account, we will classify you as a “Basic User” for Finch Pay or Request Services. A basic user is for use in person-to-person transfers with friends and family, and other people whom you know, and for other Services as described in this Agreement. Once you surpass certain pre-established transaction limits, we may later reclassify you as a Standard User. As a Standard User, you will be required to provide us with further information to complete verification, but you will be able to access greater transaction limits.

3.4 Verifying your Identity

Your use of the Services is subject to our verification

Protecting you and your personal account is important to us. You hereby authorize us, directly or through third parties or Service Providers, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and account information. This may include asking you for further information and/or documentation about your account usage or identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources. This process is for internal verification purposes.

3.5 Transaction History

You have the right to receive an account statement. You may view your account statement by logging into your personal account.

3.6 Finch Pay

You may only transfer money from your Finch Account if there are sufficient funds in your Finch Account. Once you have issued a Finch Pay request, that request cannot be cancelled by you. We may cancel any transaction in accordance with these terms.

Finch Pay or Request

3.7 Finch Request

You may request another Finch User to make a payment to you. This is a Finch Request. If you receive a Finch Request, you are not obligated to pay the amount of the request through Finch.

3.8 Sending Limits

We may, at our discretion, impose limits on the amount of money you can send or receive through the Finch Pay or Request Services. Please see our website for more details on limits. If we have authenticated your identity, we may increase your sending and/or receiving limits. These limits may change from time to time in our sole discretion.

3.9 Default Funding Sources

Your Finch Account balance consists of the funds you have in your Finch Account that are available for making Finch Payments. Any amount of a pending Finch Payment will not form part of your Account balance. Account balances accrue when you receive transfers from other Finch Users and through auto-top up.

When you make a payment through Finch Pay or Finch Request, we first see if your Finch Account balance can cover the transaction. You can also fund payments with a debit card or credit card, designating one of these to be your primary funding source.

We always use your Finch Account balance first if the balance is sufficient to cover your payment. If there is not enough money available in your Finch Account balance to cover the transaction, we use your designated primary funding source to make the payment in its entirety. If we cannot do so, you will be unable to process any transactions through your Finch Account. You can authorise us to top up your Account once your balance falls below a certain level. By doing so, you authorise us to access your nominated debit or credit card and transfer the amount of funds required to meet the minimum top up amount required.

3.10 Withdrawing Funds

If you don't want to maintain a balance in your Finch Account, you can withdraw any funds in your Finch Account at any time. There may be a delay in processing any withdrawal of funds from your Finch Account.

3.11 Funding Source Limitations

In order to manage risk, we may limit the funding sources available for your use to fund any particular transaction and subject to pending transactions. For example, we may limit your funding sources for a particular transaction to debit cards or credit cards.

Please note that the various funding sources have different dispute resolution rights and procedures in the event your transaction turns out to be unsatisfactory. Your dispute resolution rights are determined by the funding source used to fund your transaction.

3.12 Refused and Refunded Transactions

When you send money through Finch, the recipient is not required to accept it if they do not have a Finch Account. If the recipient does hold a Finch Account, the transaction will process automatically. You agree that you will not hold us liable for any damages resulting from a recipient's decision not to accept a payment made through Finch Pay or Finch Request.

Finch Pay or Request

If a recipient of funds does not have a Finch Account and does not register for a Finch Account, the transaction will be unable to proceed and will be cancelled. The funds sent will be returned to your Finch Account within 30 Business Days.. During this period, a hold will be placed on your Finch Account for the amount of the transfer and the applicable fee, if any. We will return any unclaimed, refunded or denied payment within 30 days of the date you initiate payment. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your balance or to the original funding source.

If, during this 30 Business Day period, the recipient opens a Finch Account, transfers will automatically be debited from your Finch Account and credited in the recipient's Finch Account.

4. DEBIT CARD OR CREDIT CARD PROCESSING

4.1 Processing

Using a licensed provider of money transfer services, we will process your debit card-funded transactions through either the debit cards ATM debit network or the Visa/MasterCard network, as we may elect at its discretion.

4.2 Credit Card Information

If your credit card account number changes or your credit card expiration date changes, we may acquire that information from our services providers and payment processor, and update your Finch Account accordingly.

4.3 Fees for Sending Money

You may use the Finch Pay Services for a standard 2.4% fee that is waived when transactions are funded from your Finch Account. The 2.4% fee still applies when a debit card or credit card is used to send money. These fees may change from time to time in our sole discretion. You may be subject to third party fees, such as insufficient fund fees, or reversal fees that a bank may charge if your payment is rejected.

4.4 Payment Investigation

Payment investigation is a process by which we review certain potentially high-risk transactions. If a payment is subject to payment investigation, we will place a hold on the payment and may provide notice to the recipient. We will conduct a review and either clear or cancel the payment. If the payment is cleared, we will provide notice to the recipient. Otherwise, we will cancel the payment and the funds will be returned. We will provide notice to you by email and/or in the notifications icon of your Finch Account if the payment is cancelled.

4.5 Risk of Reversals, Chargebacks and Claims

When you receive a payment, you are liable to us for the full amount of the payment plus any fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment, plus applicable fees if you lose a claim or a chargeback, or if there is a reversal of the payment. If a sender of a payment later disputes the payment or files a claim for a chargeback, the debit or credit card issuer or the originating bank, rather than us, will determine whether the dispute is valid and to whom payment is due.

Finch Pay or Request

You agree to allow us to recover any amounts due to us by debiting your Finch Account. If there are insufficient funds in your Finch Account to cover your liability, you agree to reimburse us through other means. If we are unable to recover the funds from your primary funding source, we may attempt to contact you, we may recover the funds from your alternate funding sources, or may take other legal actions to collect the amount due, to the extent allowed by applicable law.

5. FINCH ACCOUNT BALANCES

5.1 Balances

You do not need to maintain a balance in your Finch Account in order to make payments. If you do hold an account balance, we will hold your funds separate from our corporate funds, will not use your funds for our operating expenses or any other corporate purposes, and will not voluntarily make your funds available to our creditors in the event of bankruptcy. While your funds are in our custody, we will combine your funds with the funds of other Finch Users and place those pooled accounts in one or more bank accounts in our name.

We are not a bank or other depository institution. Funds held by us or our Service Providers (including any bank Service Providers) in connection with the processing of transactions are not deposit obligations and are not insured for the benefit of the user by any governmental agency. Funds held in balance are an ancillary function of enabling money transmission and not for other benefit.

5.2 Assignment of Interest to Company

We do not typically receive interest on funds held for Finch Users. However, in consideration for your use of the Service, you irrevocably transfer and assign to us any ownership right that you may have in any interest that may accrue on funds held in pooled accounts. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants us any ownership right to the principal of the funds you maintain with us.

5.3 Negative Balances

If the balance in your Finch Account is negative for any reason, we may set off the negative balance by deducting amounts you owe us from money you receive into your Finch Account, or money you attempt to withdraw or send from your Finch Account. You agree to allow us to recover any amounts due to us by debiting your Finch Account. If there are insufficient funds in your Finch Account to cover your liability, you agree to reimburse us through other means. If we are unable to recover the funds from your primary funding source, we may attempt to contact you, we may recover the funds from your alternate funding sources, or may take other legal actions to collect the amount due, to the extent allowed by applicable law.

5.4 Setoff of Past Due Amounts

If you have a negative Finch Account balance or other past due amount, we may make attempts on your funding source to cover the amounts. If we are unable to recover the funds from your primary funding source, we may attempt to contact you, we may recover the funds from your alternate funding sources, or may take other legal actions to collect any amounts that are more than 14 days past due, to the extent allowed by applicable law.

Finch Pay or Request

5.5 Security Interest

To secure your performance of this Agreement, you hereby grant to us a lien on and security interest in your Finch Account and agree to execute any further documentation to perfect these rights.

6. WITHDRAWING MONEY

6.1 How to Withdraw Money

You may withdraw funds from your Finch Account by electronically transferring them to your nominated bank account. You may do so at any time. When you withdraw funds in this way, you are authorising us to transfer funds on your behalf. We do not store your login details when you withdraw funds.

6.2 Withdrawal Limits

We may impose withdrawal limits from time to time. If we do so, we will disclose these limits on our website.

Please see our Website for more details on limits, including any applicable withdrawal limits. We reserve the right to delay withdrawals while we screen for risk, or request you provide additional information to verify your identity and we may limit the amount you can withdraw until the information is verified.

6.3 Transfers to Your Linked Financial Institution Accounts

When you transfer money from your Finch Account to your linked financial institution account(s), we will use all reasonable efforts to process your order on the same day that it is submitted. However, we are not responsible or liable for the time it may take for transactions to settle. We shall not, in the absence of gross negligence or wilful misconduct, be liable for delays, damages, failures or errors in the completion of any transfer instruction.

7. FINCH ACCOUNT RULES & RESTRICTIONS

7.1 How to Close Your Finch Account

As long as there is no pending or in progress transactions, you may close your Finch Account at any time. You may close your Finch Account by logging in to your Finch Account from the app, clicking on the "Settings" tab, clicking on the "Cancel my Finch Account" link, and then following the instructions. Before instructing us to cancel your Finch Account, you must transfer all funds to your linked financial institution account.

7.2 Limitations on Closing Your Finch Account

If you instruct us to close your Finch Account, we may decline to do so in the event we reasonably believe your attempt to close your Finch Account is:

- (a) An attempt to breach any law of the Commonwealth or any State of Australia;
- (b) In breach of this Agreement;

You may not close your Finch Account to evade a payment investigation. If you attempt to close your Finch Account while we are conducting an investigation, we may hold your funds for up to 180 days to protect us or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Finch Account even after your Finch Account is closed.

Finch Pay or Request

7.3 Placement of Item Hold

We may, in our sole discretion, decline or delay to process a payment you either request, or are due to receive. We may do this if we reasonably suspect the transaction might be unlawful, associated with financial crime, may breach this Agreement, or for any other reason. If we place a delay on your payment, it will show as "pending" in your Finch Account.

7.4 Release of Item Hold

We will release the payment hold after 21 days unless we receive a dispute, claim, chargeback, or reversal on the transaction subject to the hold. We may release the hold earlier if the sender of funds provides us confirmation, we are able to confirm proper delivery, or we otherwise complete our investigation.

7.5 Additional hold period

If you receive a dispute, claim, chargeback, or reversal on the transaction subject to the item hold, we may hold the payment in your Finch Account until the matter is resolved pursuant to this Agreement.

7.6 Receiving Money

From time to time, we may impose limits on the amount of money which may be received. These limits may change from time to time in our sole discretion.

7.7 Transaction Fees for Receiving Money

From time to time, fees may be charged for using Finch, which will be disclosed on our website. These fees may change from time to time in our sole discretion.

7.8 Error in Receiving Money

In the event of an error in payment, Finch users should seek to resolve the matter between themselves.

If the matter is unable to be resolved, and in our reasonable discretion, an error has been made in a payment (either by us or by a Finch User) you give us permission, subject to our compliance with any applicable law or regulation, to make appropriate corrections by debiting or crediting your Finch Account, or debiting or crediting your primary or alternate funding sources as applicable.

7.9 Account Errors

If your account history shows transfers you think you did not make, contact us immediately on support@finchme.com

Finch Tabs & Finsights

8. FINCH TABS SERVICES

8.1 Tabs

We provide all Finch Users with the ability to create and share group expenses with other Finch Users but to request or pay the amount at a later date through (“Group Tabs”). A Group Tab consists of Finch Users and will display a group balance an amount each member could pay or request from the group based on expenses entered to date. Group Tab balances accrue on a ledger maintained by us but we do not collect any funds or process any transactions. Only until a group member chooses to pay, request, or “settle” the Group Tab are Finch Pay or Request Services initiated.

8.2 Settling

Group Tab balances can accrue on the ledger in large amounts. However, while some group members may elect to pay or request from other group members individually, others may choose to settle the total amount.

9. FINCH FINSIGHTS SERVICES

9.1 Finch Finsights Services

Once you have established a Finch Account, the app allows you to enable Finsights at any time, at your sole discretion. Finsights is a personal finance management tool that allows you to gain insights into your financial life and spending. These insights are factual in nature and provided for educational purposes only.

Your use of Finsights requires us to access transactional details from your nominated bank. To do this, we use an automated programming interface through our service provider to connect to your nominated bank’s site (“third party sites”).

9.2 Content you provide and is derived by the use of Finsights Services

By using Finsights, you are licensing to Company and its service provider any information, data, passwords, materials or other content (collectively, “Finsights Content”) you provide through or to the Finsights services. Company may use, modify, display, distribute, and create new material using such content to provide the service to you. Company and service provider may also use, sell, license, reproduce, distribute, and disclose any general or non-personally identifiable information that is derived through your use of the Finsights services. By submitting Finsights Content, you automatically agree that the Company and service provider may use the Finsights Content for the purposes set out above, at anytime and at no cost.

9.3 Third party accounts

By using the Finsights services, you authorise Company and Service Provider to access third party sites designated by you, on your behalf, and to retrieve information requested by you. You acknowledge and agree that when company or service provider accesses and retrieves information from third party sites, the company and service provider are acting on your behalf, and not on behalf of the third party. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through your Finsights services.

10. FINCH COMMUNITY

10.1 Community Rules

We may provide you and other users the opportunity through our Services (such as forums, blogs, app activity feeds, review pages, surveys, questionnaires, and similar features) to submit, post, and publish certain content and materials, including messages, reviews, photos, video, images, data, and text ("Community Content") on Finch or the Website. You must abide by the Community Rules when publishing, uploading, or submitting your Community Content. The Community Rules will be updated from time to time and posted on the Website.

10.2 License to use Community Content

By submitting, posting, or publishing your Community Content on or through our Services, you grant to us a non-exclusive, unrestricted, perpetual, irrevocable, transferable, sub-licensable, royalty-free license to publish, host, store, transfer, distribute, modify, create derivative and collective works from, reproduce, display, perform, transmit, process, or otherwise use, in any manner and for any purpose, and in all forms or distribution methods now known or later developed, your Community Content, in whole or in part, to provide, optimize, improve, and promote or market our Services, and to create new products and services. This license includes the right to use your name, persona, user name, and likeness for the foregoing purposes without compensating you. This license also includes the right to publish your Community Content in a searchable format that may be accessed by other users of our Services. You also grant to other users of our Services a non-exclusive license to access and use your Community Content in connection with our Services.

10.3 Responsibility for Community Content

You are solely responsible for the Community Content that you submit, post, or publish via our Services. By submitting, posting, or publishing Community Content, you represent and warrant that:

- (a) you are the creator and owner of the Community Content, or have the necessary licenses, rights, consents, and permissions to authorize us and other users to use for our benefit your Community Content as necessary to exercise the licenses granted by you in this Agreement, in the manner contemplated by us, our Services, and this Agreement; and
- (b) your Community Content complies with our Community Rules.

We do not endorse, represent, or guarantee the completeness, accuracy, reliability, or usefulness of any Community Content. You may see Community Content that may be inaccurate, offensive, indecent, or objectionable. We may, but are not obligated to, review, monitor, edit, control, distribute, refuse to distribute, block access, re-format, alter, delete, or remove Community Content for any reason, including to satisfy applicable law, enforce the Agreement (including our Community Rules), or protect the rights, property or safety of the Company, Company users, or any third party, in each case without notice and in our sole and absolute discretion. We disclaim all liability for Community Content and you hereby waive any legal or equitable right or remedy you have against us with respect to the Community Content. For additional details on our use of Community Content, please review our Privacy Policy.

General Terms & Conditions

11. GENERAL TERMS & CONDITIONS

11.1 Finch Users bound by Terms

All Finch Users will be required to accept the terms and conditions of using Finch, which include an extensive list of restricted use and activities. By using Finch, you are accepting all of our terms, conditions and policies and are solely responsible for ensuring that their use of Finch is in conformance with Australian regulations. You will also be responsible for the accuracy of all payments sent using Finch e.g. the accuracy of the amount paid and the recipient.

11.2 Access to Finch

To use Finch, you will need to have access to the Internet. You are responsible for maintaining any electronic equipment or software needed to give you access to Finch.

We do not promise continuous, non-interrupted or fault free delivery of Finch, and access to Finch may be unavailable or interrupted from time to time due to:

- (a) technical or service delivery reasons; or
- (b) reasonable maintenance needs; or
- (c) regulatory or risk management reasons; or
- (d) any other reason.

In addition, your access to Finch may be restricted or suspended if you breach these Terms.

11.3 Intellectual Property

You acknowledge that:

- (a) copyright and intellectual property rights relating to the information and derived information we provide (including information transmitted electronically), remain vested in us, its creator, or other Service Providers as applicable; and
- (b) you may not reproduce, distribute or create derivative works from the content. Further you agree not to reverse engineer or reverse compile and of the service technology including but not limited to any Java applets associated with the service; and
- (c) you may not use any of the logos, products or services present on Finch or the Website without our prior written consent.

If improper or unlawful use of materials under copyright or other intellectual property rights comes to your notice, you must notify us immediately.

11.4 Service Provider's Intellectual Property

Our Services may also display certain intellectual property, such as corporate, product, and service name and logos, that is owned by our business or marketing partners (our "Partners' Intellectual Property"). Nothing in the Agreement or our Services grants you, by implication, estoppel, or otherwise, any license or right to copy, modify, sell, reproduce, distribute, republish, display, post, create derivative works from or transmit in any form (including in-line linking or mirroring) any of the Service Provider's Intellectual Property.

General Terms & Conditions

11.5 Privacy

Protecting your privacy is very important to us. Please consider our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another Finch User through the Services, you must keep the information confidential and only use it in connection with the Service.

11.6 Loss or Theft of Account Information, PIN, and Mobile phone

If you believe that any of your Finch Account registration information, PIN or mobile phone containing the Finch App has been lost or stolen, or if your account history shows transfers that you did not make, immediately contact us via the Contact Us information below or by email to support@finchme.com

11.7 Educational Purposes

All information on our Services is presented for educational purposes only. None of the information that we present as part of our Services, including Finsights, is legal or financial advice. Use of our Services is not a replacement for personal, professional advice or assistance regarding your finances. You should seek professional advice if you require any assistance in using the Services.

11.8 Links to or Connections with Third Party Sites or Applications

Our Services or communications to you may contain third party content or links to third party sites, applications or services (collectively, "Third Party Content"). Our Services may also include features that allow you to connect your Finch Account with accounts or services provided by third parties, such as accounts you maintain with financial institutions or social media platforms like Facebook (collectively, "Third Party Services"). We do not control, maintain, or endorse the Third Party Content or Third Party Services, and we are not responsible or liable for any Third Party Content or Third Party Services, including any damages, losses, failures, or problems caused by, related to, or arising from Third Party Content or Third Party Services. Your interactions and business dealings with the providers of the Third Party Content or Third Party Services, including products or services offered by such Third Parties, are solely between you and the Third Party and subject to that Third Party's terms and conditions. You should review all of the relevant terms and conditions associated with Third Party Content or Third Party Services, including any privacy policies and terms of service. We are not responsible for any information that you agree to share with third parties in connection with Third Party Content or Third Party Services. If we share any information with a Third Party or a Service Provider, we will do so in accordance with our Privacy Policy.

12. RESTRICTED ACTIVITIES

In connection with your use of Finch, the Website, your Finch Account, or the Services, or in the course of your interactions with us, another Finch User or a third party, you will not:

- (a) breach this Agreement, or any other Agreement that you have entered into with us;
- (b) violate any law, statute, ordinance, or regulation;
- (c) infringe the Company's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

General Terms & Conditions

- (d) act in a manner that is defamatory, libelous, threatening or harassing;
- (e) provide false, inaccurate or misleading information to us;
- (f) create more than one Finch Account for yourself, through, among other methods, using a name that is not yours, using temporary phone number(s), or providing any other falsified Personal Information;
- (g) send or receive what we reasonably believe to be potentially funds which are the proceed of crime or the result of any fraudulent activity;
- (h) refuse to cooperate in an investigation or provide confirmation of your identity or any Personal Information you provide to us;
- (i) attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both us and the recipient of funds, bank, or credit card issuer for the same transaction;
- (j) use an anonymizing proxy;
- (k) control a Finch Account that is linked to another Finch Account that has engaged in any of these restricted activities;
- (l) control or possess more than one Finch Account without authorization from us;
- (m) use the Services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability to us, another Finch User, a third party or you;
- (n) use the Service to make transactions for the primary purpose of earning any bonus rewards, perks, miles, points, etc. with your credit card, debit card, or bank account;
- (o) use your account or the services in a manner that the Company, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the credit card system or a violation of credit card association rules;
- (p) allow your Finch Account to have a negative balance;
- (q) provide yourself a cash advance from your credit card (or help others to do so);
- (r) disclose or distribute another Finch User's Personal Information to a third party, or use the information for marketing purposes unless you receive that Finch User's express consent to do so;
- (s) send unsolicited email or any other communication to a Finch User or use the Services to collect payments for sending, or assisting in sending, unsolicited email or any other communication to third parties;
- (t) take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- (u) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- (v) use any robot, spider, other automatic device, or manual process to monitor or copy any part of Finch or our Website without our prior written permission;
- (w) use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with Finch, our Website or the Services;
- (x) take any action that may cause us to lose any of the Services from our internet service providers, payment processors, or other suppliers;
- (y) use the Service to test credit or debit card behaviours.

General Terms & Conditions

13. ACCEPTABLE USE

13.1 Compliance with applicable laws

You agree you will not use the Services for any purpose which may breach:

- (a) Australia's Anti Money Laundering and Counter Terrorism Financing legislation and regulations as amended from time to time;
- (b) Any other law of Australia or any of its states or territories.

13.2 Unacceptable transactions

You agree you will not use the Services for the sale or purchase of:

- (a) counterfeit goods;
- (b) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety;
- (c) drug paraphernalia;
- (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity;
- (e) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- (f) items that are considered obscene;
- (g) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- (h) sexually oriented materials or services;
- (i) ammunition, firearms, or certain firearm parts or accessories; or
- (j) certain weapons or knives regulated under applicable law;

13.3 Unacceptable uses

You agree you will not use the Services to violate any law, statute, ordinance, or regulation relating to transactions that:

- (a) show the personal information of third parties in violation of applicable law;
- (b) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs;
- (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;
- (d) are for the sale of any item before the seller has control or possession of the item;
- (e) are by payment processors to collect payments on behalf of merchants;
- (f) are associated with the sale of traveller's checks or money orders;
- (g) involve currency exchanges or check cashing businesses or digital or crypto currencies;
- (h) provide certain credit repair or debt settlement services;
- (i) involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;
- (j) are otherwise related to illegal activity, gambling, pornography, or material which is in our reasonable opinion obscene material or otherwise objectionable content.

General Terms & Conditions

13.4 Industry regulation

You agree you will not use the Services to violate applicable laws or industry regulations regarding the sale of:

- (a) tobacco products or prescription drugs; and
- (b) gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.

14. YOUR LIABILITY - ACTIONS WE MAY TAKE

14.1 Your responsibility

You are solely responsible for ensuring that your use of the Services is in conformance with applicable Australian federal, state and local laws and regulations.

14.2 Liability for unauthorised transactions

You will be liable for losses caused by unauthorised transactions where we can prove that you contributed to losses on the balance of probability:

- (a) through fraud or breach of the security requirements, or
- (b) from unauthorised Transactions because you unreasonably delayed notifying us after realising that the security of your Finch Account had been breached.

If you are liable for losses under this clause you will be liable for the actual losses that occur between the time you realised, or should reasonably have become aware, that your Finch Account's security had been breached and when you actually let us know.

14.3 Actions by Company

If we have reason to believe that you have engaged in any restricted activities, made excessive or unexplainable transactions, violated any parts of this Agreement or provided any incorrect information, we may take various actions to protect the Company, another Finch User, a third party, or you from reversals, chargebacks, claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- (a) we may close, suspend, or limit your access to your Finch Account or the Services (such as limiting access to any of your funding sources, and your ability to send money, make withdrawals, or remove financial information);
- (b) we may contact users who have sent you money, contact your bank or credit card issuer, and warn other users, law enforcement, or impacted third parties of your actions;
- (c) we may update inaccurate information you provided us;
- (d) we may refuse to provide the Services to you in the future;
- (e) we may hold your funds for up to 180 days if reasonably needed to protect against the risk of liability; and
- (f) we may take legal action against you.

14.4 Termination by Company

The Company, in its sole discretion, reserves the right to terminate this Agreement, access to Finch, its website, or access to the Service for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in custody for you.

General Terms & Conditions

If we limit or close your Finch Account or terminate your use of our Services for any reason, you may contact us and request restoration of access if appropriate. However, if we deem you violated this Agreement, restoration is at our sole discretion. You may stop using the Services at any time or may close your Finch Account by contacting us.

15. DISPUTES

15.1 Disputes regarding Finch Payments

If you have any dispute with any Payment Request or Payment Instruction, with another Finch User, then you must use reasonable endeavours to resolve that dispute with that Finch User.

15.2 Dispute with Company

If a dispute arises between you and us, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and us regarding our services may be reported by emailing us at the following email address: support@finchme.com

15.3 Dispute Resolution

If we cannot resolve any dispute arising under this Agreement to your satisfaction, then you agree that before any court proceeding may begin, the party raising the dispute (the complainant) must give 14 days' notice to the other party setting out the dispute and seeking discussion and compromise with a view to resolving the dispute.

If after 14 days the dispute is not resolved then the dispute shall be submitted to mediation in accordance with, and subject to, the Resolution Institute Rules for the Mediation of Commercial Disputes. The costs of the mediator shall be met equally by the parties. If the dispute or difference is not settled within 30 days of the submission to mediation (unless such period is extended by agreement of the parties), it shall be submitted to arbitration in accordance with, and subject to, the Resolution Institute Rules for the Conduct of Commercial Arbitrations.

15.4 Governing law

This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

16. OUR LIABILITY

16.1 Failure to process Payments

If we do not complete a transfer to or from your Finch Account, or using your saved payment information, on time or in the correct amount according to this Agreement, we will be liable for your losses or damages to the extent required by law. We will not be liable:

General Terms & Conditions

- (a) If, through no fault of ours, you do not have enough money in your Finch Account, and we are unable to charge the transaction to your linked credit card, for reasons including but not limited to you exceeding any applicable credit limit;
- (b) The funds in your Finch Account are subject to legal process or other encumbrance restricting their use;
- (c) If the Services were not working properly and you knew about the breakdown when you started the transfer;
- (d) If the failure results from a failure of a financial institution that issues the credit card or debit card linked to your account, or we are unable to access a linked credit card for any reason other than due to our fault;
- (e) If you provided inaccurate or incomplete information regarding the transfer;
- (f) If the transfer appears suspicious, fraudulent, or unauthorized, and we cannot confirm that it is a legitimate transfer, or if the Finch Account of either Finch User involved in the transfer is under investigation by us or if the transfer is or appears to be prohibited by any applicable law or rules.

16.2 Non-exclusion of statutory liability

We do not exclude or limit the application of any statute including the Australian Securities and Investments Commission Act 2001 (Cth), the Competition and Consumer Act 2010 (Cth) and any similar State or Federal Legislation where to do so would contravene the statute or cause any part of this Agreement to be void.

16.3 Exclusion of our liability

We, our, Service Providers, officers or agents, are not liable for any actions, claims, demands, proceedings, liabilities, losses, damages, costs and expenses except to the extent resulting from or caused by our negligence, fraud or dishonesty due to:

- (a) us acting upon your instructions;
- (b) refusal to act on your instructions;
- (c) your default;
- (d) any legal action;
- (e) compliance with a direction, request or requirement
- (f) error, omission, non-receipt, or invalidity in your instructions;
- (g) any events or circumstances that we cannot reasonably control;
- (h) any Force Majeure;
- (i) any delay, interruption, omission, failure, error or fault by us in passing on and executing your Instructions;
- (j) faults, errors, defects, failures in Finch, the Website, other computer systems, or loss of access to your Finch Account.

16.4 Limitation of our liability

Subject to the provisions of the Corporations Act 2001 (Cth), Australian Securities and Investments Commission Act 2001 (Cth), Competition and Consumer Protection Act 2001 (Cth) and any other rights implied by law which cannot be excluded by agreement we and our Service Providers our officers, employees and agents:

General Terms & Conditions

- (a) make no warranty for merchantability or fitness for purpose with respect to the Service, including the Services provided by the Service Providers
- (b) exclude liability in contract, tort (including negligence) or any other claim relating to your use of the Service, and
- (c) exclude liability for any losses arising directly or indirectly out of:
 - (1) a disruption to or failure of the Service or error in processing a transaction you have instructed us to process in accordance with this Agreement. We will however correct any incorrect entry because of any disruption, failure or error and will adjust any fees and charges as appropriate. You agree to reimburse us any amount that has been erroneously paid to you as a result of such disruption, failure or error;
 - (2) any delay in providing any information or the Service to you;
 - (3) effecting an Instruction received from you which is unclear;
 - (4) our decision to stop offering the Service;
 - (5) any Force Majeure.

17. YOUR LIABILITY

17.1 Indemnity for your actions

You indemnify us, Service Providers, our officers, employees, agents and our related bodies corporate for any losses arising directly or indirectly out of:

- (a) your use of the Service and all information, products, and other content (including that of third parties) included in or accessible from the service is at your sole risk;
- (b) our acting on your instructions;
- (c) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the service;
- (d) unauthorized access to or alteration of your transmissions or data;
- (e) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site;
- (f) your failure to comply with this Agreement;
- (g) your failure to comply with any legislation, whether foreign or domestic; and
- (h) any of your acts or omissions or that of a person acting on your behalf.

17.2 Indemnity for losses

You agree to indemnify us, our Service Providers and each of our respective members and associates, and the directors, officers, agents of either us (indemnified parties) against:

- (a) any losses, liabilities or expenses incurred by you arising out of, or in connection with, any of the indemnified parties acting under, or in connection with, this Agreement except to the extent that any loss, liability, or expense is caused by the negligence, fraud or dishonesty of any indemnified party;
- (b) any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, a breach by you of any of your obligations under this Agreement;
- (c) any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, any incorrect or misleading representation or warranty given by you under this Agreement; and

General Terms & Conditions

(d) you agree that the risk and liability for unauthorised instructions or fraud lies with you alone, and that you will indemnify us from all loss, costs and expenses arising from such unauthorised instructions or fraud, except to the extent resulting from or caused by our negligence, fraud or dishonesty. We hold the benefit of this indemnity on trust for each indemnified party.

17.3 Reduction of liability

Your liability to indemnify us will be reduced proportionately to the extent a negligent or fraudulent act of ours contributed to the loss.

17.4 Continuing indemnity

Each indemnity in this Agreement is a continuing obligation, which is separate and independent from your other obligations, and survives termination of this Agreement.

17.5 Enforcement of indemnity

We do not need to incur expenses or make transactions on your behalf before enforcing our right of indemnity under these terms and conditions.



finch

Privacy Policy

GENRICHE PTY LTD PRIVACY POLICY

This Privacy Policy (“Privacy Policy”) sets out how Genriche Pty Ltd (Company, us, we, our) complies with its obligations under Australian privacy law when you use our services. When we refer to our “Services,” we mean all products and services owned and operated by Genriche Pty Ltd or any of its affiliated companies (collectively, “Genriche,” “we,” or “us”), including the content, features, tools, data, software and functions made available by Genriche through www.finch.me, our mobile application (“Finch” or “app”), and other websites or applications we operate, unless those websites or applications have posted separate or additional privacy policies. When you use our Services, you do so subject to our User Agreement available at <http://www.finch.me/legal/Terms.pdf> and this Privacy Policy. This Privacy Policy may be amended from time to time and will be updated on our website.

In this Policy:

- (a) ‘Disclosing’ information means providing information to persons outside of us;
- (b) ‘Personal information’ means information or an opinion relating to an individual, which can be used to identify that individual;
- (c) ‘Privacy Officer’ means the contact person for questions or complaints regarding our handling of personal information;
- (d) ‘Sensitive information’ is personal information that includes information relating to a person's racial or ethnic origin, political opinions, religion, trade union or other professional or trade association membership, sexual preferences and criminal record, and also includes health information; and
- (e) ‘Use’ of information means our use of information

1. WHAT INFORMATION WE COLLECT

1.1 What type of information do we collect?

We may collect and hold a range of information about you to provide you with our services. The types of information we may collect from you fit in two categories:

Privacy Policy

- (a) Personal Information: information that identifies you personally, such as your name, address, email address, date of birth, or phone number.
- (b) Non-Personal Information: This is information about you that doesn't identify you personally, like your gender, income or occupation.

When we combine information that isn't Personal Information (like Non-Personal Information or Usage Information, which we explain below) with Personal Information, we treat it like Personal Information.

We collect and hold personal information about customers, potential customers, and visitors to our website. This information will be used to provide you with our Services. Your information is an integral part of our business model and in providing you with the most personalized experience possible. We use it in a variety of ways in providing the Services and in operating our business.

To put it simply, there are three main ways we collect information about you: when you give it to us, when we automatically collect it, and when we ask others for it (with your consent). Allow us to continue...

1.2 Information you give to us

We may ask you to provide certain information to us through various forms, features or other means throughout our Services. If you do not provide us with this information, we may not be able to provide the Services to you.

Amongst other ways, we collect information from you when you establish a Finch account, use our services, and when you send us comments, questions or other feedback. We collect this information so that we can:

- (a) provide you with our products and services;
- (b) review and better understand your personal ongoing needs;
- (c) provide you with information we believe may be relevant or of interest to you;
- (d) let you know about other products or services we offer, special offers or invite you to events (did someone say "PARTY"?!);
- (e) consider any concerns or complaints you may have;
- (f) comply with relevant laws, regulations and other legal obligations;
- (g) help us improve the products and services offered to enhance your experience.

We may use and disclose your personal information for any of these purposes. We may also use and disclose your personal information for secondary purposes which are related to the primary purposes set out above, or in other circumstances authorised by the Privacy Act.

Sensitive information will be used and disclosed only for the purpose for which it was provided (or a directly related secondary purpose), unless you agree otherwise or an exemption in the Privacy Act applies.

Privacy Policy

1.3 Information we automatically collect

In addition to information you provide to us, we automatically collect certain information about how you access and interact with our Services (“Usage Information”). This information may either be collected from your use of the Services, or from our service providers, who are involved in the delivery of the services. This Usage Information is a key part of how we improve your Finch experience and provide more personalized insights and recommendations. We may use various technologies to collect and store Usage Information in connection with our Services. We may provide this information to our business partners. Don’t worry, if we do then we will disclose this to you and ensure that they comply with our Privacy Policy too.

There are three types of Usage Information we may collect:

- (a) “Device Information”. This is information about how you access our Services, such as the operating system, mobile phone model, application or browser type and version, and unique identifiers associated with your device. We may also integrate with built-in device features (e.g., when you turn on fingerprint access for your Finch account) for increased security and convenience.
- (b) Log Information. There are certain pieces of information we automatically collect in system logs or similar files about how you interact with our Services, such as who you pay or request money from, which features you visit or like to use. This Log Information may also include things like your unique phone ID, browser or device configuration, date and time of access.
- (c) Location Information. We may use certain information like your IP address or other Device Information or Log Information to estimate your location (e.g., your city or state). We may also request to use location-enabled services on your device (which typically provide GPS or Wi-Fi access point details) to enhance our Services. We will only use these location-enabled services on your device with your consent, though.

2. HOW WE USE THE INFORMATION WE COLLECT

We use the information we collect from you and third parties to operate our Services, communicate with you, conduct research and development to improve or enhance our Services and our users' experience, and promote our Services. These are a few examples:

2.1 Providing features

When you register for a Finch account, we use the Personal Information you provide in order to create and maintain your Member Profile.

2.2 Improving our recommendations and insights.

The information we collect also helps us tailor our content and improve the way we match you to recommended offers or insights about your financial health. We're constantly working on ways to better identify and present the information that's most relevant to you.

Privacy Policy

2.3 Communicating with you.

We may use information we collect to provide you with things like service-related announcements, spend monitoring alerts, and other updates or promotions. Most of the time we'll communicate with you through the Finch app or push notifications, by email or text, but we may also contact you through email or text.

2.4 Legal reasons.

We reserve the right to access, use, preserve, transfer or disclose, at any time without notice to you, any information (including Personal Information) as reasonably necessary to:

- (a) Comply with any applicable law, regulation, subpoena or legal process, or respond to any governmental requests and cooperate with law enforcement, if we believe such action is required or permitted by law;
- (b) Enforce our Terms of Service, including investigating any potential violations;
- (c) Protect the safety, integrity, rights or security of our members, our Services or equipment, or any third party; or
- (d) Detect, prevent or otherwise address fraud, security or technical issues related to our Services or our business partners.

3. WHEN WE SHARE THE INFORMATION WE COLLECT

3.1 Situations where we do not share information.

First, we want to be clear that we hate spam text/email and marketers as much as you do. We absolutely unequivocally promise (what we call the “F-Nos”) that we:

- (a) Will not share your financial information with marketers or unaffiliated third parties
- (b) Will not sell or rent Personal Information to marketers or unaffiliated third parties for their advertising or marketing lists.

Now that we've covered the F-Nos, let us explain how & why we might share information with third parties:

3.2 Situations where we do share information.

To provide you with our Services, we may share and disclose personal information to:

- (a) a related entity of us;
- (b) an agent, professional adviser or service provider we engage to carry out our functions and activities such as lawyers, accountants, IT contractors, and marketing companies;
- (c) organisations involved in a transfer or sale of our assets or business;
- (d) financial institutions involved in managing payments through Finch, such as banks;
- (e) regulatory bodies, government agencies, law enforcement bodies and courts;
- (f) anyone whom you authorise us to disclose it.

If we disclose your personal information to service providers that perform business activities for us, they may only use your personal information for the specific purpose for which we supply it. We will ensure that all contractual arrangements with third parties adequately address privacy issues and will make third parties aware of this Policy.

Privacy Policy

We may sometimes share information about you with our business partners or other third parties we collaborate with in connection with providing or improving our Services. This can occur, for example, when we're providing an integrated or co-branded feature with a business partner or doing a joint research project with another organization to help improve our Services. When we share information with third-party collaborators, our collaborators are obligated to follow the F-Nos above.

3.3 When you publicly post the information.

As part of our Services, we may provide opportunities for you to publicly post activity or photos (in Finch), reviews (app store), through our social media channels, or questions, comments, suggestions (community forums). Anything you share in a public forum is, obviously, public, so think carefully about what you decide to share. If you would like us to remove Personal Information included in your public activity, contact us at support@finchme.com and we will do our best to remove it.

4. HOW TO ACCESS AND UPDATE YOUR PERSONAL INFORMATION

(a) Subject to exceptions in the Privacy Act, you can access the personal information that we hold about you by contacting the Privacy Officer. We will generally provide access within 30 days of your request. If we refuse to provide you with access to the information, we will provide reasons for the refusal.

(b) We will require identity verification and specification of what information is required. An administrative fee for search and photocopying costs may be charged.

(c) You are responsible for maintaining the accuracy of the information you provide to us, such as your Member Profile information. You can access and make changes to certain Personal Information at any time by logging in to your Finch account and updating your "Personal Info" in Settings.

(d) We hope this never happens, but if you decide you no longer want to use our Services, you can cancel and deactivate your account in your Settings. However, due to our recordkeeping and information retention requirements, we do not delete information about you upon deactivation. We will, however, disable your account and stop sending you further communications.

5. OUR RESPONSIBILITY

Your privacy is important to us. It is our responsibility to inform employees and other relevant third parties about this Policy. Our management are required to ensure that employees and other relevant third parties are advised of any changes to this Policy. All new employees are to be provided with timely and appropriate access to this Policy, and all employees are provided with training in relation to appropriate handling of personal information. Employees or other relevant third parties that do not comply with this Policy may be subject to disciplinary action.

Privacy Policy

6. MAKING A COMPLAINT

If you have any questions about this Policy, or wish to make a complaint about how we have handled your personal information, you can lodge a complaint with us by:

- (a) writing – our Privacy Officer, Finch, 77/83 City Road, Southbank, VIC 3006
- (b) emailing – toby@finchme.com

If you are not satisfied with our response to your complaint, you can also refer your complaint to the Office of the Australian Information Commissioner by:

- (a) telephoning - 1300 363 992
- (b) writing - Director of Complaints, Office of the Australian Information Commissioner, GPO Box 5218, SYDNEY NSW 2001
- (c) emailing - enquiries@oaic.gov.au