

ClearView adviser portal

Terms of use

Overview

The content on the ClearView Adviser Portal ('CAP') is made available by ClearView Life Assurance Limited, the product issuer of ClearView ClearChoice ('ClearChoice') and ClearView LifeSolutions ('LifeSolutions') and its related bodies corporate (referred to in these terms and conditions as 'ClearView', 'we' and 'us'). ClearView is the administrator of the ClearView ClearChoice Super and ClearView LifeSolutions Super products (together with the ClearChoice and LifeSolutions products, the 'ClearView Products').

These terms and conditions apply to your use of the ClearView Adviser Portal. By accessing this website you agree to these terms and conditions.

Terms and Conditions

General

1. The CAP is for the use of any corporate entity or individual who is authorised to distribute ClearView Products and their support staff only.
2. You must not use the CAP unless:
 - (a) You are a financial adviser (individual or corporate entity) authorised by ClearView to distribute ClearView Products ('Adviser'); or
 - (b) You are employed by an Adviser.

If you cease to be an Adviser authorised directly or indirectly under a distribution agreement with ClearView to distribute ClearView Products, you and any person you have permitted to use your User Identification Details and password must immediately cease using or accessing the CAP.

3. You are permitted to use the CAP in accordance with any instructions or directions posted on the CAP from time to time for the purposes of accessing the content.
4. In the event that you save a copy of the content accessed on the CAP on your personal device, you may use that content only for the purpose for which it was collected, by ClearView including analysing account and policy data and managing clients affairs ('Permitted Purpose').
5. You agree that where we are required, by law or otherwise, to provide you with a document or notice, you consent to the provision of that document or notice via electronic means and/or through links provided via the CAP.
6. PLEASE NOTE: Any automated process, software or application used to extract any form of information, image, or data from the CAP (commonly referred to as 'data scraping', 'screen scraping' or 'web scraping') is Strictly Prohibited.
7. You must not intentionally or because of a failure to take reasonable care introduce any virus or other malicious code or software onto the CAP.

Availability

8. Subject to paragraph 8, the CAP is intended to be accessible online 24 hours a day, 7 days per week from anywhere in the world with internet access. Access to the CAP is with the consent of ClearView.
9. As the CAP is hosted on a third-party server ('the third party') it may be subject to routine maintenance from time to time.

10. The availability and functioning of the CAP software application is dependent on the availability and functioning of the third-party services. Those services are beyond the control of ClearView and ClearView takes no responsibility for the availability or performance of the services.

Registration and log in

11. The activation process for the CAP requires you to enter your unique user ID and password. You must keep your user ID and password (the 'User Identification Details') confidential and secure against any improper or unauthorised use.
12. Sharing your unique User Identification Details with any third party who is not:
- (a) an owner, principal or manager of your financial services business, or
 - (b) an employee or Adviser of your financial services business,
- is considered improper or unauthorised use of the CAP and in breach of the CAP Terms of Use.
13. You must ensure that your computer is not left unattended while you are logged on to the CAP.
14. You are responsible for any action or instruction carried out in conjunction with your User Identification Details and authorise us to act on any instructions that we receive in conjunction with your User Identification Details.
15. You accept full responsibility and indemnify ClearView for any expenses, loss, damage, costs, demands or liabilities arising out of or in connection with the use, including without limitation any improper or unauthorised use, of your User Identification Details, except where you have previously notified us in accordance with these terms and conditions that the security of your User Identification Details has been breached.
16. If you become aware or suspect that:
- (a) your User Identification Details (or any part of them) have been lost, stolen or misused;
 - (b) any person has obtained knowledge of your User Identification Details;
 - (c) any person is accessing the CAP without your authorisation; or
 - (d) the security of your User Identification Details has otherwise been compromised, you must:
 - (i) notify us immediately by telephoning the ClearView Service Centre on 132 979 between 8am – 6pm (weekdays, EST) (or any other number that we advise from time to time); and
 - (ii) change your password immediately.
17. Your access to the CAP is conditional on your current role as an Adviser or an employee of an Adviser. You agree that you will immediately cease to access the CAP and notify the CAP administrator if your current role or employment terminates.
18. We may, acting reasonably and to protect our legitimate business interests, restrict, suspend, alter, log you off, or terminate your access to the CAP, or any service available in the CAP, if we become aware of any improper or unauthorised use of the CAP by you, any contravention by you of the Privacy Act 1988 (Cth), or you currently have any conditions (including any licence suspension, direction or orders etc) placed on, or in connection with, your authority to provide advice, or if you are currently in discussion with the regulator to do so.

Intellectual property rights

19. All material available through the CAP is owned by or licensed to ClearView and is protected by intellectual property rights. You agree not to access, download or otherwise use any material on the CAP in any way not expressly authorised by us. You accept full responsibility and indemnify us for any expense, loss or liability that we incur as a result of any use by you of the material on the CAP that is not expressly authorised by us. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the CAP.

Links to third party information and websites

20. Links from the CAP to pages on any other website are provided for your convenience only and do not constitute a recommendation or endorsement by the CAP of the content on those pages. Use of these links is at your own risk. ClearView does not control and is not responsible for any information or material found on those linked pages, or any website of which they form a part and ClearView does not endorse any views or recommendations of third parties included or referred to in any of the information on the CAP.

21. You are not authorised to establish a link to the CAP or use a ClearView owned image, logo or trademark without our prior express written permission.

Collection of information

22. We may gather, process and use:

- (a) information which you submit or otherwise provide when using the CAP, including your name, physical address, telephone number, e-mail address and any other details you provide.
- (b) information regarding the manner in which you use the CAP, including, without limitation, all information gathered as a result of the use of “cookies”. “Cookies” operate as tracing devices which are stored on your hard drive and identify you when you return to the CAP.

23. You agree:

- (a) that we may handle your personal information and that of your client(s) in accordance with our privacy policy (refer to the Privacy link at: <https://www.clearview.com.au/privacy/>) as amended from time to time;
- (b) to comply with all applicable legislation in relation to the provision of and security of information including obligations under the Privacy Act 1988 (Cth);
- (c) in using the content for its Permitted Purpose, to ensure that you continue to comply with the obligations referred to in 21(b), in particular your obligations under the Privacy Act 1988 (Cth);
- (d) to treat the content that you access on this website as confidential information, and not directly or indirectly disclose, publish or reproduce the confidential information without the consent of ClearView.

Disclaimers

24. Use of the CAP is at your own risk.

25. ClearView will use all reasonable endeavours to provide access to the CAP at all reasonable times. However, subject to law, ClearView does not give any guarantee, warranty or representation in relation to the availability or accessibility of the CAP or any of the services available in the CAP or that they will be uninterrupted or error-free.

26. ClearView makes no warranty that the use or operation of the CAP or any aspect of the CAP, or any of the services available on the CAP or their functions are suitable for any particular purpose or have any performance, functionality or security features except as required by law. As the CAP is hosted on a third party server, ClearView is unable to warrant that the CAP is free from viruses or other malicious code or software, however, ClearView will take reasonable steps to ensure this is the case. Nor do we warrant the accuracy or completeness of the information on the CAP or accept any responsibility or liability arising in any way (including by reason of negligence) for errors in, or omissions from the information on the CAP.

Enforceability

27. Any part of these terms and conditions that is or becomes invalid, illegal or unenforceable for any reason shall be ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions of these terms and conditions.

User Access declaration

28. All Advisers and their employees are given notice of the following terms the each time they access the CAP. All Advisers and their employees are bound by these terms:

- (a) Access to the CAP is subject to these Terms and Conditions and the terms of any Distribution agreement or other agreement between or on behalf of each authorised user and a ClearView Group company. By accessing the CAP you agree to be bound by these Terms and Conditions, as well as any subsequent modifications of them. In these Terms and Conditions ClearView Wealth Limited and its subsidiaries or other related entities, are collectively referred to as ‘ClearView’.
- (b) You will be able to access information with a personal user ID and password provided by ClearView. Each user ID and password must be kept confidential and secured against improper or unauthorised use. All actions and conduct undertaken under any of the user IDs and passwords (as amended from time to time) will be taken as having been authorised by the relevant user ID.
- (c) By accessing the CAP, you agree:

- (i) that you are an authorised Adviser in ClearView Products or a duly authorised representative or employee of an authorised Adviser;
 - (ii) to use the CAP only for the purpose of accessing information that you are properly authorised to access on behalf of your clients;
 - (iii) that you will use the CAP only in accordance with these Terms and Conditions and any other legal obligations that you may be required to comply with;
 - (iv) to provide us with such assistance as we may require in making such security checks as and when ClearView considers necessary;
 - (v) that we may vary these terms and conditions from the time that you are reasonably notified of such change.
- (d) In addition, in terms of personal information and access details, you agree:
- (i) to keep your user ID and Password confidential and secure;
 - (ii) to protect any personal information you access from the CAP (CAP Personal Information) against any use, access, disclosure, processing or destruction that is not authorized by ClearView or permitted by law;
 - (iii) not to transfer any CAP Personal Information outside of Australia;
 - (iv) to notify ClearView immediately if you believe or suspect that the security of your user ID or Password has been compromised or if the CAP has been accessed by an unauthorised person;
 - (v) to tell ClearView immediately if any person to whom ClearView has issued a user ID and password in relation to your business ceases to be your employee or agent, as the case may be;
 - (vi) to tell ClearView if your contact and account details change;
 - (vii) that any instructions for using the CAP provided to you or posted on this website from time to time, form part of these Conditions of Access;
 - (viii) to only access the CAP in accordance with these Terms and Conditions and your legal obligations, including your obligations under the Privacy Act 1988;
 - (ix) to immediately advise us of any change to, or termination of, your proper authority, licence or status as an authorised representative or authorised officer of your company; and
 - (x) to immediately advise us if you are being investigated by any regulatory authority or if you currently have any conditions (including suspension, direction or orders etc) placed on, or in connection with, your authority to provide advice, or if you are currently in discussion with the regulator to do so.
- (e) ClearView will securely hold, maintain and store your personal information and take all reasonable steps to protect the personal information held about you and/or your clients from misuse and loss and from unauthorised access, modification or disclosure. ClearView and the users of the CAP have a mutual responsibility in terms of supporting the security standards in place to protect online communications and your personal information.
- (f) As a user you agree to indemnify ClearView against any losses or liabilities incurred by the user or any client of the user or third party arising out of, or in connection with, and any costs, charges and expenses incurred in connection with, the user's, or any of its officers or agents, access to and use of the CAP.
- (g) There may be times when ClearView will not be able to provide access to the CAP although ClearView will use all reasonable efforts to enable you to have access. We may give you notices in relation to your use of the CAP by email or other electronic communication. ClearView is not liable to the user or client of the user for any failure or incorrect information accessed or otherwise made available through the CAP unless otherwise provided by law.