

HomeStart – Terms of Use & Privacy Policy (Australia)

Effective: 22 January 2025

Last Updated: 22 January 2025

These Terms of Use and Privacy Policy (“Terms”) apply to your use of HomeStart (“HomeStart”, “we”, “our”, “us”), including all services, tools, calculators, estimates, reports, and any AI-assisted features provided through the HomeStart website or web application (“Service”).

By accessing or using HomeStart, you agree to be bound by these Terms. If you do not agree, you must not use HomeStart.

This document is provided for transparency and compliance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). HomeStart does not provide legal, financial, or tax advice.

1. Overview

HomeStart is a browser-based tool that helps users understand spending habits, savings trajectory, and approximate affordability insights for home ownership. All calculations are general information only and should not be relied upon as professional advice.

The Service: - processes information you provide, - uses in-browser storage to save your data locally, - may optionally use external AI services if you enable them, - provides generalised estimates, not financial assessments.

2. Eligibility & User Responsibilities

You may use HomeStart only if: - you are 13 years or older,

- you are legally capable of entering a binding agreement,

- your use of the Service complies with Australian law and any relevant local laws.

By using HomeStart, you agree to: - provide accurate and truthful information, - only upload documents you own or are authorised to upload, - keep your login or browser session secure, - not misuse the Service or attempt to reverse-engineer, disrupt, or interfere with it.

3. No Financial, Legal or Professional Advice

HomeStart is not a financial adviser, mortgage broker, tax agent, legal professional, or credit provider.

All outputs—including affordability estimates, timelines, calculations, expenditure breakdowns, AI-generated summaries, or suggestions—are: - general com-

mentary only,

- not specific to your personal financial situation,
- not regulated financial product advice,
- not credit advice, and
- not a substitute for independent professional advice.

You are solely responsible for evaluating the accuracy and suitability of any output before acting on it.

4. Accounts, Security & Browser Storage

HomeStart does not require a traditional password-based account system. Instead, your session may be stored using localStorage and/or sessionStorage within your web browser.

You acknowledge that: - clearing your browser storage may delete your data,

- you are responsible for protecting your device and browser,
- if you share your device, others may access your HomeStart session.

HomeStart is not responsible for unauthorised access caused by your device, browser, or network configuration.

5. Information We Collect

Under the Privacy Act and APPs, “personal information” is any identifiable information about you. HomeStart may collect and process the following categories of data only when you provide them:

5.1 Personal Profile Information

- Name (optional)
- Email (optional)
- Age or household details (optional)
- Savings goals, home preferences, suburb criteria

5.2 Financial Inputs

- Employment details
- Income estimates
- Savings balances
- Expenses you input manually

5.3 Uploaded Documents

If you upload bank statements (CSV/PDF), HomeStart may extract:

- transaction data

- merchant names
- spending categories
- income inflows
- savings patterns

HomeStart processes these files in-session. Files are not transmitted to any external server unless you explicitly enable AI features that send data to a third-party AI provider.

5.4 Device & Technical Data

- Standard analytics such as browser type, timestamps, anonymised usage patterns
- Used solely to improve the user experience.

6. How We Process Data

HomeStart processes your data to:

- generate budgeting insights,

- calculate affordability estimates,
- identify spending trends,
- generate AI-assisted summaries (if enabled),
- personalise your dashboard experience.

Data is processed only within your browser unless you deliberately enable an external AI integration. HomeStart does not store your personal information on our servers unless explicitly stated elsewhere.

7. Optional AI Features

HomeStart may integrate with third-party AI providers (e.g., Google Gemini, OpenAI) only if you enter your own API key.

When you enable an AI feature:

- relevant input data may be sent to the third-party provider you chose,

- the processing of that data is governed by their privacy policies and terms of service,
- HomeStart does not control how those providers store, process, or retain your data.

You acknowledge that:

- AI outputs may be inaccurate or incomplete,

- you must verify all AI-generated information,
- disabling AI features stops further data sharing but does not affect data the provider may have already processed.

HomeStart never sells or monetises your uploaded data.

8. Legal Basis for Processing (APP Compliance)

Under the Australian Privacy Principles, HomeStart processes personal information on the basis of:

- **APP 3 – Collection:** You provide information voluntarily.

- **APP 6 – Use & Disclosure:** Data is used only to provide the Service.
- **APP 11 – Security:** We implement reasonable security measures.
- **APP 12 & 13 – Access & Correction:** You may review or edit your inputs inside the app.

You may request access, correction, or deletion of any server-side data if applicable (most data is local and controlled by you).

9. Data Storage, Retention & Security

9.1 Local Storage

HomeStart stores your information locally in your browser. This means:

- you retain full control over your data,

- clearing your browser storage removes all local data,
- HomeStart cannot guarantee recovery of deleted information.

9.2 Uploaded Files

Uploaded bank statements are:

- processed instantly in your browser,

- not automatically uploaded to HomeStart servers,
- not preserved once you close or clear your session.

9.3 Security Measures

We take reasonable steps to secure the Service, but:

- no internet service is completely secure,

- security also depends on your device and browser settings,
- you must take steps to protect your device from unauthorised access.

HomeStart is not liable for breaches arising from your device, browser vulnerabilities, Wi-Fi networks, or third-party tools you enable.

10. Prohibited Conduct

You must not:

- use HomeStart for unlawful, harmful, or fraudulent purposes,
- attempt to reverse-engineer or disrupt the Service,
- upload data that violates privacy, copyright, or any law,
- impersonate another person or misrepresent information,
- use outputs as financial or lending advice.

11. Limitation of Liability

To the maximum extent permitted under Australian law: - HomeStart provides all features “as is” and “as available.”

- We do not guarantee accuracy, reliability, or completeness of any information generated by the Service.
- We are not liable for any loss, damage, financial decision, or reliance arising from your use of HomeStart, including: - inaccurate estimates, - misclassified transactions, - AI-generated errors, - browser storage failures, - unauthorised access to your device or session.

Your sole remedy for dissatisfaction with the Service is to discontinue using it. Nothing in these Terms excludes rights under the Australian Consumer Law (ACL) that cannot be excluded.

12. Your Rights Under the Australian Privacy Principles (APPs)

You have the right to: - request access to personal information held by HomeStart (if any),

- request correction of inaccurate information,
- make privacy complaints,
- withdraw AI permissions at any time.

Because most data is stored locally in your browser, you may modify or delete it yourself by clearing storage or editing data within the app.

13. Cookies & Tracking Technologies

HomeStart may use local browser storage, session storage, and lightweight cookies (if introduced later). These are used solely to: - maintain your session,

- remember your settings,
- improve usability.

HomeStart does not use third-party advertising cookies.

14. Children’s Privacy

HomeStart is not intended for children under 13 years of age. If you are under 13, do not use the Service or submit personal information.

15. Changes to These Terms

We may update or revise these Terms from time to time. When we make changes:

- the “Last Updated” date will change,
- continued use of HomeStart constitutes acceptance of the updated Terms.

If changes significantly impact your rights, we may display a notice within the app.

16. Contact & Complaints

If you have questions or wish to make a privacy complaint, contact us at: -
privacy@homestart.example (replace with your preferred operational email)

If you are unsatisfied with our response, you may complain to: - Office of the
Australian Information Commissioner (OAIC) — <https://www.oaic.gov.au>

17. Acceptance

By using HomeStart, you acknowledge that: - you have read these Terms,
- you understand them,
- you agree to be bound by them,
- your data may be processed as described in this document.

If you do not agree, you must stop using HomeStart.