

## User Terms

The [www.moneytech.com.au](http://www.moneytech.com.au) website (this "Website") is owned and operated by Moneytech and other companies in the Moneytech Group (including, but not limited to, Moneytech Group Limited (ACN 611 393 554), Moneytech Finance Pty Limited (ACN 112 110 906), Moneytech Finance 2 Pty Ltd (ACN 639 950 584), Moneytech Services Pty Limited (ACN 112 110 933)) and their related bodies corporate and affiliates.

Your access to the Website and/or your access to any Application is subject to your agreement to Moneytech's Website Terms and Conditions located at <https://www.moneytech.com.au/> and/or these User Terms ("User Terms"). Moneytech may at its sole discretion, vary or modify these User Terms without notice. Any subsequent access to any Application will constitute an acceptance of those modifications.

### 1. Definitions

**Application** means the interactive services platform which may be provided to a User via the Website or via other interactive platforms for the provision of managing and implementing our financial products and services offered to you.

**Moneytech Privacy and Credit Reporting Policy** means the Privacy Policy located at <https://www.moneytech.com.au/privacy-policy>

**Privacy Consent** means the Moneytech privacy consent form located here.

**User** means any person and/or entity who is a customer or prospective customer of Moneytech who has access to the Application provided by Moneytech or the Moneytech Group via the Website.

**Website Terms and Conditions** means the terms and conditions for use of the Website located at <https://www.moneytech.com.au/terms-conditions>

### 2. Agreement and Access

2.1 By accessing the Website and becoming a User of the Website, you agree that you will enter into an agreement with

Moneytech for the purpose of receiving a service, financial or otherwise.

2.2 If you do not agree to be bound by these User Terms then the provision of services in which Moneytech provide you with may be subject to different terms and conditions.

### 3. Use of Website and/or any Application

3.1 The User acknowledges:

- a. not to use the Website for any illegal purpose and will only utilise the Website in accordance with the law;
- b. That it will provide accurate, true, current and complete information in setting up any Application via any other interactive platform and/or for the purposes of using the Website;
- c. That in accessing the Website and/or establishing and accessing an Application (whether via the Website via other means), the User assumes all risk and liability whatsoever, when using the Website and/or such Application including any liability arising in respect of the information in which the User may provide, or in connection with the User's interaction with third-parties, including:
  - i. Financiers for the provision of financial services;

- ii. Service providers for which the User is referred.
- d. That in accessing the Website and establishing, or accessing any Application, the User, and any authorised person of the User, must not give authority to any person or entity who is not an authorised person, to access the Application and/or assign or transfer the Application to any person or entity. The User acknowledges that Moneytech and/or Moneytech Group is not responsible or otherwise liable for any third-party access to any Application that results in conversion, theft, or misappropriation of the User's security or privacy via the access of any Application.

#### 4. User Information

- 4.1 The User acknowledges that Moneytech will use its best efforts to protect the User from unauthorized access of information held on the Website or in any Application, in accordance with the Moneytech Privacy and Credit Reporting Policy.

#### 5. Ownership of the Website

- 5.1 The User acknowledges that Moneytech is the owner of all property rights and entitlement in relation to the Website and that the User must only use the Website in accordance with these User Terms and in accordance with the Website Terms and Conditions.

#### 6. Links to Third-Party Websites

- 6.1 In accordance with the Website Terms and Conditions, the User acknowledges that it will not be responsible for any loss or damage incurred as a result of the User being diverted to a third-party website.
- 6.2 Any third-party website in which the User is diverted, the User's information, including personal information may be collected and held by that party. Such information will be

governed by that third-party's independent privacy policies and terms and conditions.

- 6.3 The Website, or other interactive platforms in which we use including the Application, may contain links to other third-party websites. Moneytech is not responsible or otherwise liable for any content on a linked site, the privacy policy or consent of the linked site, any changes or updates to that linked site. You may access the third-party linked sites privacy information by directly contacting that party.
- 6.4 Moneytech is not responsible or have any liability and/or provide any guarantee:
  - a. as to accuracy;
  - b. warranty as to products or services; or
  - c. Endorsement.

In respect of any third – party content containing opinions, advice, statements, offers or other information made via the Website or made in connection with any Application, and not directly by Moneytech.

#### 7. Third-Party Software

- 7.1 Moneytech may elect to utilise the software of third parties in order to provide its products and/or services.
- 7.2 The User acknowledges that any restriction upon Moneytech being able to utilise this third-party software, may impact the provision of products and services provided. Moneytech is in no way liable or responsible for any restriction in its access to third-party software.
- 7.3 The User consents to Moneytech collecting and using the third-party software for the purpose of providing its products and services. Such consent is provided by you in the Privacy Consent.
- 7.4 If the User agrees to utilise the third-party software then you authorise Moneytech to collect, data and retain such data in order to provide its products and services to you.

- 7.5 If the User agrees to utilise the third-party software, then you may be directed to the Third-Party Website in order to be an active user or account holder with such third party and you acknowledge that you will be solely responsible for registering any Application or account with the third-party and abiding by the terms and conditions, policies and practices associated with creating such account. The User acknowledges that Moneytech is not affiliated with, and has no control over and assume no responsibility for policies, terms and conditions, practices of any third-party and its products.

## 8. Limitation of Liability & Indemnification

- 8.1 The User acknowledges that Moneytech is not liable for its contractors, agents, representatives, and service providers it may use in order to provide its products and services via the Website or through any Application. Moneytech will not be liable for any incidentals, special, consequential, or indirect damages arising out of or relating to, the use or inability to use the Website or any Application including for loss, corruption, service interruption and damages.
- 8.2 In no circumstance, to the maximum permitted by law will Moneytech be liable for damages whatsoever, whether indirectly, general, special, compensatory, consequential and/or incidental arising out of the conduct of the User or any other person or entity using any Application and/or Website.
- 8.3 The User agrees to indemnify Moneytech, its agents, directors, employees and third parties for any loss, costs, damages, liabilities, and expenses incurred arising out of the User's use of or inability to use the Website or any Application and/or any violation of these User Terms, the Moneytech Website Terms and Conditions,

Moneytech Privacy and Credit Reporting Policy and Moneytech Privacy Consent.

## 9. Termination

- 9.1 Moneytech, have the right to suspend or terminate the User's access to the Website and/or access to any Application, at its discretion, without notice should there be a breach of these User Terms, the Moneytech Website Terms and Conditions, Moneytech Privacy and Credit Reporting Policy and/or Privacy Consent and/or any other breach of terms and conditions that the User is a party to with Moneytech or the Moneytech Group.
- 9.2 Should Moneytech terminate the User's right to access the Website and/or any Application, the User acknowledges that Moneytech may remove the User's data from the Website or any data it may hold with respect to any Application and such data will be dealt with in accordance with Moneytech Privacy and Credit Reporting Policy.
- 9.3 In the event that the User's access to the Website and/or any Application is suspended or terminated the User may be liable for fees and charges incurred by Moneytech as a result of the requirement for such suspension and/or termination.

## 10. Data provided by the User

- 10.1 Moneytech will use its best endeavours and comply with the Moneytech Privacy and Credit Reporting Policy to ensure that the User's data is appropriately safeguarded. However, the User agrees that when establishing an Application, it is solely responsible and liable for the data in which it uploads to the Application.
- 10.2 The User warrants that all data provided in relation to the use of any Application, to Moneytech is accurate, current, and complete, not misleading or false, and does

not infringe laws under the Copyright Act 1986.

- 10.3 When the User submits, transmits, uploads or imports data to the Website and/or to any Application, it warrants to Moneytech that it is the owner of such data and provides Moneytech with express consent and permission to collect and utilise the data for the purposes of providing its products and services.

## 11. **Miscellaneous**

- 11.1 These User terms will survive the termination of this agreement or any Application.
- 11.2 If Moneytech do not enforce any breach of these User Terms it does not constitute as a waiver of right.