

Australian Private Mortgages Website Terms and Conditions

1. Introduction

- 1.1 These terms and conditions apply to this website and any other websites (including any microsites and mobile websites) (**Website**) operated by or on behalf of the Zagga Group, including Zagga Market Pty Ltd (ACN 611 662 401, Australian Credit Licence number 490904) (**Zagga Market**), Zagga Investments Pty Ltd (ACN 615 154 786, AFSL 492354) (**Zagga Investments**), their related bodies corporate, agents and Authorised Credit Representatives. In this document, any reference to 'APM', 'Zagga', 'we', 'us' and 'our' are references to Zagga Group including any related bodies corporate. You are responsible for all of your activity in connection with accessing and using the Website.
- 1.2 By using the Website, you accept these terms and conditions, our privacy policy, disclaimers and any other terms and conditions on the Website. We can amend or vary these at any time for legitimate business, or legal or regulatory compliance reasons. We will not notify the variation to you, if it is a minor change, required by law, or necessitated by an immediate need to restore or maintain the security of the Website. We will give advance notification via the Website of any amendments that may cause you detriment. In either case, any subsequent use by you of the Website will constitute an acceptance of any such changes.
- 1.3 If you use any of the services referred to or identified on the Website for which additional or alternative terms and conditions are applicable, your use of the Website is subject to those additional terms and conditions for those other services. If you disagree, you must not use the Website. You may terminate your use of the Website pursuant to these terms and conditions at any time, but only subject to the additional terms and conditions for other services that we provide to you. The additional terms and conditions will take precedence. For the avoidance of doubt, in the case of an Investor (and Borrower), in the event of any inconsistency between the provisions of the Investor Agreement (and Borrower Agreement) and these terms and conditions, the provisions of the Investor Agreement (and Borrower Agreement) prevail to the extent of the inconsistency. You can read more about Borrowers, Investors and the Investor and Borrower Agreement under 'About us' in our privacy policy at ausprivate.com.au.
- 1.4 We may terminate your access to the Website without notice if you commit a material breach of these terms and conditions that is, in our opinion (acting reasonably), incapable of rectification.

- 1.5 We reserve the right to change or discontinue any feature on the Website, the availability of the Website and any software required to access it at any time for legitimate business, or legal or regulatory compliance reasons.
- 1.6 In the case of any material or persistent breach of the terms and conditions governing the grant of the licence to you to use the Website, and acceptable/unacceptable use of the Website, we, acting reasonably, reserve the right to seek all remedies available at law or in equity.

2. Username and password

We may issue you with a username and password in order to access some parts of the Website, and you are responsible for always maintaining the confidentiality and security of your username and password. You must notify us if you are aware, or have reason to believe, that your password has been misused or that a breach of a security measure in respect of any account (such as an Investor account to view the relevant investment) has occurred. If an Investor or Borrower is a corporate entity, it must ensure that the Website is only accessed by those authorised by the Investor or Borrower.

3. General information

- 3.1 The Website is intended for use within Australia. Any information and offers on the Website are only valid for Australian residents unless otherwise stated.
- 3.2 APM is an Authorised Corporate Credit Representative of Zagga Market who is your Servicer of loans acting on behalf of credit provider, Zagga Investments.
- 3.3 The information on the Website is of a general nature (for example, regarding our products and services) and does not comprise professional advice or product recommendation. In preparing the information on the Website (including any information which you may obtain by using any online tool such as calculators), we have not taken into consideration your objectives, financial situation or needs.

3.4 Within the information on the secured parts of the Website (that is, after you have signed in with a username and/or password or via other forms of authentication), we may provide information in response to your stated needs, however, we do not provide personal financial advice. Therefore, before making any financial decision in relation to borrowing or investing, please seek your own professional financial, taxation and/or legal advice. You must make your own assessment as to the appropriateness for you of any information provided on the Website and in disclosure documents, regarding the particular transaction you enter, having regard to your personal circumstances and objectives, financial situation and needs.

3.5 Unless otherwise stated, any quote that you may obtain on the Website is for illustrative purposes only. Any estimated interest rate, repayments and similar amounts are exactly that – an estimate only. Any actual interest rate, repayments and similar amounts will depend on the credit assessment conducted on your application, if you are a Borrower. If you are an Investor, the actual interest rates and investment returns you will be entitled to will depend on the loans you commit to invest to fund, the amount invested and the term of the loan, amongst other things. In all cases, terms, conditions, fees and charges will apply and you must refer to the disclosure documents and terms and conditions in respect of any transaction you enter.

3.6 We may provide you with an online application form. All applications are subject to normal approval and eligibility criteria.

3.7 If you are a Zagga Investor or potential Investor, we may impose conditions that must be fulfilled by you to invest to fund loan applications published on the Website. We will act on any instructions we receive from you through the Website, where we have no reason to believe they are not from you. Where you are recorded as a joint investor, we will act on the instructions of any joint investor. Where you are a corporate entity, we will act on the instructions from any person we reasonably believe to be your representative where we have no reason to believe that person is not authorised to act on your behalf. In each case, we will assume, with no further enquiry, that you have authorised and agreed to the instructions.

4. Licence to use website

4.1 Unless otherwise stated, we own the intellectual property rights on the Website and material on the Website. All our rights are reserved. You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to any restrictions set out below and elsewhere in these terms and conditions.

4.2 You must not use or duplicate the Website, or material on the Website for any other purpose without our express written consent.

4.3 All names, logos and trademarks on the Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or distributing any names, logos or trademarks, without the express written agreement of the relevant owners.

5. Acceptable use

5.1 You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

5.2 You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus or any other malware. You must not conduct any systematic or automated data collection activities of any type on or in relation to the Website without our express written consent.

5.3 You must not bypass any security mechanisms imposed by the Website, or tamper with, hinder the operation of or make unauthorised access or modifications to the Website.

5.4 You agree to indemnify us and keep us indemnified against all actions, claims, costs, demands, damages (including legal costs on a full indemnity basis) or liability incurred or arising relating to your use of or inability to use the Website, your use of any information contained in it, and/or liability arising in any manner from a breach by you of these terms and conditions, except to the extent that any actions, claims, costs, demands, damages or liability is caused by the negligence, fraud or dishonesty of Zagga, its authorised representatives or agents.

5.5 These terms and conditions do not exclude, restrict or modify the provisions, available rights or remedies, or our liability under the Australian Consumer Law or any other applicable laws, where doing so would contravene the applicable laws or make any part of these terms and conditions void.

6. No warranties

6.1 We use reasonable efforts to maintain the Website. However, the Website is provided 'as is'. We do not:

- (1) guarantee the security of the Website or the security of any information that you transmit using the Website, that the Website will be free from viruses, or that access to the Website will be uninterrupted
- (2) give any warranties or representations on the quality, accuracy or completeness of the information on the Website
- (3) in the absence of our fraud or dishonesty, accept any liability arising in any way including by reason of negligence for, errors in, or omissions from, the information on the Website, and
- (4) subject to the terms of any additional services contracts to which you and we are a party, and in the absence of our fraud or dishonesty, accept any liability for any loss or damage (including but not limited to incidental, direct, indirect, special, punitive or consequential), however caused, because of any person relying on any information on the Website or being unable to access the Website (subject to any relevant contrary provisions in any applicable laws). All warranties and conditions (whether express or implied) are excluded to the extent permitted by law

- 6.2 Use of the content on the Website and any use of the Website is at the user's sole risk. For example, we do not guarantee that provision of the Website will be continuous or fault free, as you may not always be able to access the Website because of scheduled or unscheduled maintenance, or for other reasons. You should consider this in situations that are time-sensitive such as when you need to provide us with information by a particular date and time.

7. Third party websites and third-party content

- 7.1 The Website may contain links to, or display content from, third parties (**Other Content**) which we provide for your convenience.
- 7.2 We do not operate, or control third party websites and we do not endorse or approve any Other Content; we make no warranties or representations regarding their quality, accuracy or completeness. Accessing these links and the use of this Other Content are solely at your own risk; we accept no responsibility and will not be liable for any loss or damage whatsoever suffered because of you doing so.
- 7.3 Third party websites will each have their own privacy policy. Please ensure that you have read and fully understand their privacy policy prior to using their site.

8. Limitation of liability

- 8.1 If you have rights in relation to the supply of services that cannot lawfully be excluded, to the extent permitted by law, our liability in respect of any such right is limited to the lesser of:
- (a) the supply of the services again; or
 - (b) the payment of the cost of having them supplied again.
- 8.2 If you have rights in relation to any information used by you because of your use of the Website that cannot lawfully be excluded, to the extent permitted by law, our liability in respect of any such right is limited to the lesser of:
- (a) the price paid by you for that information; or
 - (b) a maximum of A\$1,000.
- 8.3 If you are an Investor or Borrower, the Investor Agreement or Borrower Agreement may contain provisions relating to APM or Zagga's liability and the limitation of liability. In the event of any inconsistency between the provisions of the Investor Agreement or Borrower Agreement and these terms and conditions, the provisions of the Investor Agreement or Borrower Agreement prevail to the extent of the inconsistency.

9. Law and jurisdiction

- 9.1 Use of the Website and these terms and conditions are governed and interpreted in accordance with the laws of New South Wales, Australia.

- 9.2 The parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia for determining any dispute concerning these terms and conditions.

10. Privacy and cookies

- 10.1 We are committed to protecting your privacy. Please see our privacy policy at <new link TBC> which explains how your personal information will be treated, including when you access and interact with the Website. You will also find information regarding cookies (and targeting and remarketing) in our privacy policy. Please also see below under 'Data collection by conversion tracking' that relates to cookies.
- 10.2 Our privacy policy may change from time to time (and so may these terms and conditions (as explained above)).

11. Data collection by conversion tracking

- 11.1 In addition to matters referred to or covered by our privacy policy, the Website may use a cookie to measure advertising performance if we have opted in to conversion tracking on search and advertising service providers such as Google and its AdSense partner's websites. By way of example, the conversion tracking cookie is set when a user clicks on an ad delivered by Google where we have opted in to tracking. Generally, these cookies expire within 30 days and are not personally identifiable.
- 11.2 We use the information collected to provide aggregate conversion statistics. We can see the total number of users who have clicked on our ad and proceeded to a page tagged with a conversion tracking tag, but do not have access to personally identifying information. If you want to disable conversion tracking cookies, you can set your browser to disable cookies.

12. Provision of documents electronically

Where we are required or permitted (by law or otherwise) to provide you with a document, you consent to the provision of that document electronically through the links on the Website. Please, for future reference, ensure you have facilities that enable you to readily print such documents retrieved from the Website, or to store such documents electronically.

13. Severability

If a court of any other tribunal or authority finds any of these terms and conditions to be void or unenforceable, the remaining terms and conditions continue to apply.

14. Further information

We have taken all reasonable care in compiling the content of the Website, but we cannot guarantee that it will contain all the information you need to answer all your questions. For information and assistance, please contact us at info@ausprivate.com.au or on (03) 9695 5695. All product-related information is subject to change at any time without notice.