# Website Terms and Conditions of Use

## Issued 11 June 2018

In these Terms and Conditions of Use, the expressions *we*, *us* and *our* mean Murray Blair Finance Pty Ltd ABN 91 750 141 013 and any related entity.

## **Terms and Conditions of Use**

By accessing, viewing or otherwise using our website, you acknowledge and agree to be subject to these Terms and Conditions of Use, our Privacy Policy and any other notices, disclaimers or terms and conditions contained on our website, as amended or modified from time to time (together the **Terms and Conditions of Use**). If you do not accept our Terms and Conditions of Use you are not authorised to use our website.

These are our current Terms and Conditions of Use. We may at any time vary these Terms and Conditions of Use by publishing the new version on our website. By accessing our website you are deemed to accept the current Terms and Conditions of Use displayed. We reserve any and all rights not expressly granted in these Terms and Conditions of Use.

#### Information

Any information provided on our website is provided for your convenience only and does not constitute either credit or financial advice. Information on our website has been prepared without consideration of your particular circumstances and should be viewed as generic information only and not as indicating that you should follow a particular course of action.

#### Internet security risks

There may be security risks in sending information via the Internet.

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Our website may contain links to other websites operated by third parties. We do not endorse or approve of the operators of any third party websites, or the information, graphics and material featured on third party websites. To the extent permitted by law, we accept no responsibility or liability and give no warranty in any way in respect of third party websites or the goods and services offered to you on any third party websites.

We may receive payments from operators or owners of third party websites in relation to goods or services supplied to you by them as a result of you linking to their website from ours.

# Use by persons outside of Australia

Our website is provided for use by Australian residents only, and the products and services described in them are not directed at anyone in any country other than Australia. If you are not one of our customers and are accessing our website from outside Australia, you must not submit or attempt to submit any online application or request. Online applications and requests for products initiated outside of Australia will not be accepted from anyone who is not an existing customer.

The information contained in our website has been prepared in accordance with the laws applicable to the Commonwealth of Australia.

# Third party software

Unless we tell you otherwise, any software you download from a third party website is their product and not ours. We point that out because some products may be subject to a licence agreement between you and them.

To the extent permitted by law, we accept no responsibility or liability in respect of such third party products, provide no warranty, and give no endorsement in respect of such products or any party connected with them. We do, however, welcome your feedback or suggestions concerning them.

## No warranty or guarantee

Whilst we have tried hard to make sure there are no mistakes in any of the information on our website, we do not warrant that we have verified the information and we do not warrant the accuracy, adequacy or completeness of it or that the information is suitable for your intended use. Further, all information is subject to change without notice.

We recommend that you seek independent advice before acting upon any of the information on our website.

We do not guarantee that our website is free from viruses, or that access to our site will be uninterrupted. You acknowledge and agree that your use of our website is at your own risk. You must ensure that that the process which you use for accessing our website does not expose you to the risk of viruses or other forms of interference which may damage your own computer system.

## Limitation of liability

Subject to any responsibilities which are implied by law and cannot be excluded, neither we, nor any of our employees, agents or officers are liable to you for any losses, damages, liabilities, claims or expenses (including but not limited to legal costs and defence or settlement costs) whether direct or

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Our liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at our option, to:

- the resupply of the goods or services;
- the repair of the goods or services
- the payment of the cost of having the goods or services supplied again or repaired.

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# Linking to our websites

You must not link to our website without our prior written permission.