



WEBSITE TERMS AND CONDITIONS

1. Acceptance of the terms

- 1.1 This website is operated by PropPay Pty. Ltd ('PropPay', 'our', 'we', 'us').
- 1.2 Access to our website, or any part of our website, is conditional upon acceptance and compliance with these terms and conditions.
- 1.3 These terms and conditions are governed by the laws of the Commonwealth of Australia and, where applicable, the State of New South Wales. Where a reference is made to a jurisdictionally determined matter (such as a date, time or monetary unit), it is to be construed by reference to the Commonwealth of Australia and/or the State of New South Wales, unless otherwise stated or as the context otherwise requires.
- 1.4 At any time, we may amend or vary these terms without notice and your continued access and use of our website shall constitute acceptance of these terms, as varied. It is your responsibility to review this webpage periodically to familiarise yourself with the terms and any variations.

2. Disclaimer

- 2.1 Whilst we regularly monitor and update the content of our website, we do not guarantee the accuracy, currency or completeness of any information contained on our website.
- 2.2 We accept no responsibility or liability associated with, arising out of or in connection with the accuracy, reliability, currency or completeness of any information contained on this website.
- 2.3 We accept no responsibility or liability associated with, arising out of or in connection with the accuracy, reliability, currency or completeness of information contained on a website to which a link appears on our website. All external websites you visit is at your sole risk.
- 2.4 To the maximum extent permitted by the law, PropPay is not liable for any damage or loss whatsoever and howsoever incurred or sustained, whether consequential or direct.

- 2.5 We hereby exclude, to the maximum extent permitted by law, any warranty, term or condition arising by implication out of custom, common law, equity or legislation. Where such a warranty, term or condition, is unable to be excluded, our liability is limited to the sum of \$100.

3. Permitted Uses

- 3.1 You must not use our website, or the information contained on our website, for purposes which are illegal, unlawful or which otherwise infringe our right(s) or the right(s) of any other person. If our website has interactive capability, such as thread-commenting or electronic messaging, you must not engage in conduct which is illegal, offensive, indecent, inappropriate or harassing.
- 3.2 You must not, in any way, seek to interfere with the content of our website, our information technology systems, servers or hardware. Any vulnerability in relation to our information technology systems must not be exploited by you (whether through our website or otherwise).
- 3.3 You must not use our website for data mining operations, automated marketing purposes, or extraction processes (whether automated or otherwise).
- 3.4 We reserve our right to withdraw any part(s) of our website, whether generally or from specific access, if we consider such steps necessary, including with respect to the protection of our rights under these terms in relation to the use of our website.
- 3.5 In the event that we consider it necessary and subject to compliance with applicable legislation, procedures and policies, we reserve the right to advise, consult or communicate with law enforcement agencies.
- 3.6 You warrant to us that the information you supply using this website is accurate, complete and current to the best of your knowledge and belief.

4. External Links

- 4.1 Our website may contain links to third-party websites. In some cases, those links may be accompanied by graphics, or other information from that third-party website.
- 4.2 We take no responsibility, nor accept any liability, for any loss(es) incurred, arising out of or relating to the use of those links, or the websites to which they relate.
- 4.3 It is your responsibility to review and comply with any applicable terms and conditions of the websites you visit, whether or not accessed through a link contained on our website.
- 4.4 The views, opinions or beliefs expressed or contained on any third-party website do not necessarily reflect the views, opinions or beliefs of Proppay. No attribution or affiliation should be assumed between us and third-parties by reason of an available link to their website on ours.

5. Calculators and Tools

- 5.1. Our website may contain calculators or other tools which can provide estimates in relation to Proppay products, based on the assumptions and other factors inputted by you.
- 5.2. The output of the calculator or other tools contained on our website is an estimate only. The calculator may be subject to (or apply) rates, charges or other criteria which may change at any time without notice.
- 5.3. The estimates provided by the calculator may be different to the final figures calculated by Proppay following assessment of an application for a Proppay product.
- 5.4. You should not use the information or output from a calculator or tool on our website to make decisions in relation to our products. We do not accept any liability for reliance upon a calculator or tool on our website.

6. Security and Maintenance

- 6.1 We are committed to maintaining security of our website and we use a range of security measures in order to protect our information technology systems from unauthorised access or interference.
- 6.2 Notwithstanding these measures, the internet is a public domain and may expose users of it, including those seeking to access our website, to risk. Those risks may include the possible interception, monitoring or surveillance of activities conducted online as well as the transfer or carriage of spyware, computer viruses or other malicious devices.
- 6.3 We take no responsibility and accept no liability for any loss(es) sustained as a consequence of, in connection with or relating to the risks identified above or generally.

- 6.4 We reserve our right to suspend, withdraw, terminate or otherwise close down the operation of our website from time to time, for the purpose of undertaking maintenance. If possible, we will provide advance notice to you of our intention to undertake maintenance activities which will result in temporary unavailability of our website, or any part of it. However, we accept no liability for any loss(es) sustained as a consequence of the unavailability of our website (or any part of it).

7. Links to Us

- 7.1 In some cases, third-party websites or search engines may include a link to our website. We take no responsibility, and accept no liability, arising out of the link contained on a third-party website.
- 7.2 Linking to our website is at your full risk and responsibility.

8. Copyright

- 8.1 Unless otherwise noted, all material presented on this website is subject to copyright protection as the intellectual property of Proppay. Nothing in these terms or on this website is intended to abrogate or otherwise waive any right(s) accrued to Proppay with respect to the protection of such property.
- 8.2 The intellectual property in this clause extends to all images, graphics, files (including sound or audio files), software or other material contained or embedded in our website.
- 8.3 The use of our intellectual property is limited to your access to, and interaction with, our website. You are not permitted to extract, download, republish, convey, transmit or disseminate any of the content.
- 8.4 You are not permitted to pass off, or create derivative works using, the content of our website.
- 8.5 If any copyright subsists in a third party, permission may be required to use it and those rights remain with the original owner.
- 8.6 Our website is part of the intellectual property of Proppay. Our rights in this respect are expressly reserved to the full extent permitted by law.

9 Privacy

- 9.1 This website is subject to our privacy policy, which is available using the following link: [insert]