

Website Terms of Use

StrataCash Management Pty Ltd

ABN 44 124 400 924

AFSL and Australian Credit Licence 323823

1 February 2016

Your access to the StrataLoans website (“Website”) operated by StrataCash Management Pty Ltd ABN 44 124 400 924 (referred to as “StrataCash”, “we”, “our” and “us”) is subject to these terms and conditions, our privacy policy, notices, disclaimers and any other terms and conditions or other statements contained on the Website and if you use any of the services identified on the Website for which additional or alternative terms and conditions are referred to, those additional terms and conditions for those services (“Terms of Use”). You acknowledge and accept that your use of the Website indicates your acceptance of these Terms of Use. We may, at our sole discretion, vary or modify these Terms of Use without notice. Any subsequent access to, or use by you of the website will constitute an acceptance of those modifications.

If you do not agree to the Terms of Use, do not access the Website.

Use of the information

The information on the Website is general in nature and does not take your personal objectives, financial situation, circumstances or particular needs into account. The information does not constitute investment, financial, legal, tax or accounting advice. You should consider the appropriateness of the information (and any relevant product) having regard to your circumstances before acting on it. Read the disclosure documents for your selected product or service, including the relevant terms and conditions, before you decide whether to use the product or service. Terms and conditions are available on application.

No warranty

StrataCash and/or any of its related entities (together, “the Group”) does not bear any responsibility as to the fairness, accuracy, adequacy, completeness or correctness of the information on the Website. The information on the Website is current at the date of publication but may be subject to change. StrataCash and any other member of the Group have no obligation to update the information. No member of the Group makes any representation or warranty (express or implied) in respect of any matter in connection with the Website. The information is general information only and should not be considered as a comprehensive statement on any matter and should not be relied on as such. We recommend that you seek independent advice before acting on any information on the Website.

Limitation of liability

To the extent permitted by law, each member of the Group accepts no responsibility or liability whatsoever for any loss, damage, cost or expense (whether direct or indirect, special, incidental or consequential) incurred by you in connection with the Website or any linked site or as a result of any error, omission or misrepresentation in any information on the Website, even if StrataCash, another member of the Group or its representatives are advised of the possibility of such damages, losses or expenses. Neither StrataCash nor any other member of the Group guarantees the security of the Website and does not accept any liability for loss or damage in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure.

Liability of any member of the Group 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:

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

Availability

The information on the Website may not satisfy the laws of any country other than Australia. The Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. Unless otherwise stated expressly, products and services referred to on the Website are only available in Australia.

Governing law and jurisdiction

This document and the information on the Website and all matters relating to either are governed by and are to be construed according to the laws applicable in the State of Queensland and the Commonwealth of Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland and of the Federal Court of Australia.

Copyright and ownership

Copyright in the information contained on the Website subsists under the Copyright Act 1968 (Cth) and through international treaties and the laws of other countries. Copyright in the information is owned by StrataCash unless otherwise stated. You may use this information for your own personal reference only. You may reproduce this information in hard copy solely for your personal use. Except as otherwise permitted under the Copyright Act or other applicable laws, the information may not otherwise be reproduced, adapted, performed in public, distributed or transmitted to any other person in any form by any process (graphic, electronic or mechanical, including photocopying, recording, taping or by storage in an information retrieval system) or incorporated in any way into another document or other material without the specific written consent of StrataCash.

Links to third party websites

The Website may contain links to websites controlled or offered by third parties (parties which are not members of the Group). Should you leave the Website via a link contained within the Website, and view content that is not provided by a member of the Group, you do so at your own risk.

We disclaim liability for any information, materials, products or services posted or offered at any of the third party websites linked to the Website. By creating a link to a third party website, we do not endorse or recommend any products or services offered or information or material contained at that website, nor do we authorise the reproduction of any material on such websites, as the material may be the subject of intellectual property rights.

No member of the Group is responsible for damages or losses caused by any delays, defects or omissions that may exist in the services, information or other content provided in such third party websites, whether actual, alleged, consequential or otherwise. Such third parties may have a privacy policy different to ours and the third party websites may provide less security than the Website.

Linking to the Website

Please contact us if you would like to place a link to any part of the Website.

Your website must not contain any material that disparages us, another member of the Group or their goods and services.

Your website must not contain the following:

- illegal, sexually explicit, pornographic, or otherwise offensive or distasteful material;
- content promoting gaming, wagering or betting websites;
- instructions on the manufacture and/or use of illegal drugs, or other dangerous materials;
- material that promotes harassment, hatred or discrimination based on age, race, religion, gender, sexual preference or any other factor;
- defamatory, disparaging, abusive, threatening or offensive messages (whether aimed at us or a third party); or
- false or misleading information about the products and services of StrataCash or another member of the Group.

You agree not to transfer, or attempt to transfer, any material, viruses or code to the Website that could cause damage or harm to the Website or in any way impede the security of the Website. You may not attempt to alter the Website.

Any link from your website to the Website is subject to your website complying with the following conditions:

- you must comply with all relevant laws in any applicable jurisdiction;
- your website must not replicate the content of the Website;
- you must not frame any part of the Website;
- your link must be made in good faith and must not be established in a way that blocks or prevents the display of any part of the Website; and
- you must not mistakenly imply that StrataCash, or any member of the Group, endorses your product, service or organisation.

If you create a link to the Website, you remain fully responsible for any consequences of that link, whether direct or indirect, and you will indemnify StrataCash and the other members of the Group against all loss, damage, liability, cost or expense arising from or in connection with the link.

We reserve the right, solely at our discretion, to request removal of your link at any time. We also reserve the right to review your link, pursuant to which you agree to provide any necessary passwords.

Indemnity in favour of StrataCash

You agree to indemnify us and keep us indemnified against all actions, claims, costs, demands, damages or liability arising in any manner from a breach by you of the Terms of Use.

Regulation

StrataCash is the holder of Australian Financial Services Licence and Australian Credit Licence 323823. StrataCash is not an authorised deposit-taking institution in Australia and is not regulated by the Australian Prudential Regulation Authority.

Cookie Policy

StrataCash uses technology called cookies when you visit our website as a fundamental part of our interaction with your Internet browser. Cookies are small pieces of information stored on your hard drive (persistent cookies) or in memory (session cookies) which may later be retrieved by webpage servers. You can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. They can record information about your visit to the Website, allowing it to remember you next time you visit and provide a more meaningful experience. The purpose is to provide you with better, more customised service and with a more effective website.

We use cookies for various purposes. We allocate a cookie to each Internet browser that visits our websites. This cookie does not allow us to collect personally identifiable information about you. We may use this cookie:

- to maintain continuity during a user session;
- to allocate an identification number to your Internet browser (but you cannot be identified from this number);
- to determine if you have previously visited our websites;
- to track and report on website and online campaign performance;
- to identify pages you have accessed and third party websites you have accessed;
- to gain insight into new products, services, promotions and special offers that may be of interest to you; and
- for security purposes as set out below.

We use cookies to offer you increased security on our websites. Cookies are used for secure services on our websites for a variety of purposes, including for security and personalisation reasons. If your browser is configured to reject all cookies you will be unable to use secure services on our websites that require cookies in order to participate. They are designed so that they cannot be sent to another site or be retrieved by any

other site other than ours. You may still be able to use some information-only pages even if you do not accept cookies.

We may also allow third parties to collect statistical data from our sites using their persistent cookies. However these cookies do not capture information that can personally identify you. They are simply used to evaluate and measure the effectiveness of our marketing (e.g. banner ads).

In addition, we may transmit website usage information about our site visitors to third party ad servers for the purpose of targeting our Internet banner advertisements on other sites. To do this, we use web beacons and cookies provided by our third party ad servers on our sites to collect information such as:

- the server your computer is logged onto;
- your browser type;
- the date and time of your visit; and
- the performance of their marketing efforts.

The information that is collected and logged on our behalf through this technology is not personally identifiable to our third party ad servers and we do not capture or transmit any website usage information that can personally identify you.

Contact Us

If you would like to find out more information about our policies and practices, please contact us via the details listed immediately below.

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