

Terms and Conditions (Website)

1. This website is operated by **City Finance Australia Pty Ltd ACN 602 842 704** under the domain name “www.cityfinance.com.au” (“City Finance website” or “this website”) and is licensed for use and operated in conjunction with **City Finance Lending Pty Ltd ACN 602 842 839** - Australian Credit Licence: 469854 (“City Finance Lending”).
2. Access to and use of this website including the online application is undertaken on the following terms and conditions and any other directions or rules of use on this site (“Terms”).
3. If you access this site (other than to read these Terms for the first time), you agree to these Terms.
4. Nothing on this website constitutes a recommendation that a particular credit product is suitable for you. The suitability of any credit product will be assessed as part of your application.
5. Each of City Finance Australia Pty Ltd and City Finance Lending Pty Ltd may rely on and enforce these Terms independently in relation to any matter connected with this website or the application process. Reference to “us” or “we” in these Terms means both City Finance Australia Pty Ltd and City Finance Lending Pty Ltd.

Application

6. If you elect to enter details into a loan application for a Small Amount Credit Contract (“SACC”), Medium Amount Credit Contract (“MACC”) or Large Amount Credit Contract (“LACC”) on this website, you will be providing information directly to City Finance Lending.
7. City Finance Lending is the credit provider in respect of the credit contracts offered on this website.
8. All information provided as a part of your application will be used to assess your application, verify your financial information and manage any resulting credit contract in accordance with the *National Consumer Credit Protection Act 2009 (Cth)*, the *National Credit Code*, the *Privacy Act 1988 (Cth)* and applicable laws.
9. Before entering into any credit contract, City Finance Lending will assess whether the proposed contract is unsuitable for you in accordance with our responsible lending obligations.

Acknowledgements

10. You warrant that the information you provide in your application is true, complete and correct and is not misleading in any material respect.
11. You acknowledge that City Finance Lending is the credit provider in respect of any SACC, MACC or LACC entered into through this website.
12. You acknowledge that the assessment of your application will be conducted in accordance with our obligations under the *National Consumer Credit Protection Act 2009 (Cth)* and that we may rely on the information you provide in determining whether a credit contract is unsuitable for you.

13. You must notify us immediately if you become aware of any unauthorised use of your information, account or application. We are not liable for loss arising from unauthorised use where you have not taken reasonable steps to protect your information.

Exclusion and Limitation of Liability

14. Nothing in these Terms excludes, restricts or modifies any rights or remedies you may have under the *National Consumer Credit Protection Act 2009 (Cth)*, the *National Credit Code*, the *Australian Securities and Investments Commission Act 2001 (Cth)*, the *Competition and Consumer Act 2010 (Cth)* or any other law that cannot lawfully be excluded, restricted or modified.
15. To the extent permitted by law, and subject to clauses 14, 16, and 17 we exclude liability for any loss or damage arising from:
 - a) The use of this website;
 - b) Temporary interruption to, or unavailability of, this website;
 - c) Errors, inaccuracies or omissions in information on this website;
 - d) Events beyond our reasonable control.
16. Where liability cannot be excluded but can be limited, our liability is limited, at our option, to:
 - a) The resupply of the relevant service; or
 - b) The payment of the cost of having the service resupplied.
17. To the extent permitted by law, we exclude all liability for any loss or damage (including indirect, consequential or economic loss) arising from or in connection with your access to, or use of, this website. Nothing in this clause excludes any rights or remedies that cannot be excluded under applicable law, including under the *Competition and Consumer Act 2010 (Cth)*.
18. We are not responsible for the content of external websites that may be linked to from this website. Access to such websites is at your own risk.
19. We do not endorse, approve or guarantee the accuracy, completeness, security or reliability of any external website.

Financial Benefit

20. You acknowledge that we may receive fees, charges, interest and other amounts payable under any credit contract entered into with you.
21. In some circumstances, and with your consent, we may disclose your information to third parties, including other credit providers or service providers, for the purpose of offering you alternative products or services where your application is unsuccessful or where we consider another product may be suitable.
22. We may receive a referral fee or other financial benefit where you enter into a product or service with such third party.
23. Where required by law, details of any referral fee, commissions or financial benefits will be disclosed to you.



24. Receipt of any referral fee, commissions or financial benefit does not influence our assessment of your credit application or the suitability of any credit product offered to you.

Important disclaimers

25. All information contained on this website is given in good faith and is believed to be accurate at the time of publication. However we do not warrant or represent that the information is complete, current or free from error. The information is general in nature and is provided for informational purposes only.
26. We do not guarantee uninterrupted, error-free or secure access to this website or any electronic systems used to process applications.
27. To the extent permitted by law, we are not liable for any loss or damage arising from reliance on information contained on this website or from temporary interruption to, or unavailability of, this website.
28. The information on this website does not take into account your personal objectives, financial situation or needs. Before entering into any regulated credit contract, we will assess whether the proposed contract is unsuitable for you in accordance with our responsible lending obligations under the *National Consumer Credit Protection Act 2009 (Cth)*.
29. The information on this website is based on current laws and their interpretation, which may change from time to time. The application of laws depends on individual circumstances. You should consider seeking independent legal, financial or taxation advice relevant to your personal situation.

Copyright

30. Copyright in the content and material contained on this website (including text, graphics, logos, images and software) is owned by or licensed to City Finance.
31. You may access and use the content of this website for your personal, non-commercial use only. You may download or print extracts of the content for your personal reference, provided that you do not modify the content and you retain all copyright and proprietary notices.
32. Except as permitted by law, the content of this website must not be reproduced, distributed, transmitted, published, displayed, adapted or incorporated into any other document or material without our prior written consent.

Linking to City Finance's site

33. You must not link to this website in a way that suggests any form of association, approval or endorsement by City Finance without our prior written consent.



34. You must not establish a link to this website from any website that:

- a) contains illegal, offensive, defamatory or misleading material;
- b) contains sexually explicit, pornographic or otherwise inappropriate content;
- c) promotes gambling, wagering or betting services;
- d) promotes discrimination, harassment or hatred based on age, race, religion, gender, sexual orientation or any other protected characteristic;
- e) contains false or misleading information about City Finance or its products and services; or
- f) may damage the reputation of City Finance.

35. We reserve the right to request removal of any link to this website at our discretion.

No alteration

36. You must not:

- a) introduce or attempt to introduce any virus, malware, malicious code or other harmful material to this website;
- b) attempt to gain unauthorised access to any part of this website, its servers or related systems;
- c) interfere with, disrupt or damage the operation or security of this website; or
- d) alter, modify, reverse engineer or attempt to tamper with any content or functionality of this website.

37. We reserve the right to suspend or restrict access to this website where we reasonably believe there has been a breach of this clause.

Disclosure

38. By entering information into this website, you consent to City Finance Lending collecting, using and disclosing your personal information for the purposes of:

- a) assessing and processing your application for credit;
- b) verifying your identity and financial information;
- c) managing and administering any credit contract entered into with you;
- d) complying with our legal and regulatory obligations;
- e) using automated systems and data analysis tools to assess applications and verify information.



39. Where you have provided consent, we may refer you to third parties for alternative products or services. We may disclose your personal information to:
- a) credit reporting bodies for the purpose of obtaining a credit report and, where permitted by law, reporting repayment history information or default information;
 - b) external service providers who assist us in operating our business;
 - c) third-party data services, to verify your identity and financial information and to comply with anti-money laundering and counter-terrorism financing obligations;
 - d) professional advisers, legal representatives, courts or tribunals where required; and
 - e) third parties to whom you have consented to us disclosing your information.
40. Further information about how we collect, use, disclose and store personal and credit-related information is set out in our Privacy Policy and Credit Reporting Policy, available on this website.

Indemnity

41. You agree to indemnify City Finance and City Finance Lending for any direct loss or damage we suffer as a result of:
- a) A material breach by you of these Terms; or
 - b) any wilful, unlawful or fraudulent act or omission by you in connection with your use of this website.
42. This indemnity does not apply to the extent that the loss or damage is caused by our negligence, misconduct or breach of law.

Changes to the Terms

43. We may amend these Terms from time to time by publishing an updated version on this website. Any changes will take effect from the date they are published on the website and will apply to your use of the website from that time.
44. These Terms apply to the use of this website only and do not amend or vary the terms of any credit contract entered into with you, which will be governed by its own terms and applicable legislation.

Jurisdiction

45. These Terms are governed by the laws of Queensland, Australia and you, City Finance and City Finance Lending submit to the non-exclusive jurisdiction of the Courts of Queensland, Australia in relation to any dispute arising in connection with the use of this website or these Terms.



46. Nothing in this clause limits your right to lodge a complaint with the Australian Financial Complaints Authority (“AFCA”) or to exercise any rights available to you under applicable legislation.

Consent to Electronic Communication

47. Where permitted by law, you consent to receiving notices, disclosures and other documents from us by electronic communication, including by email or by making documents available through our website.
48. This may include credit guides, Target Market Determinations, contracts, notices and other regulatory disclosures.
49. By providing us with your email address or other electronic contact details, you agree that:
- a) documents may be provided to you electronically instead of in paper form;
 - b) you are responsible for regularly checking your nominated electronic communication method for documents and notices; and
 - c) you will notify us promptly if your contact details change.
50. You may withdraw your consent to receive documents electronically at any time by notifying us in writing. Withdrawal of consent will apply to future communications only and may affect our ability to provide services to you electronically.
51. Where permitted by law, you consent to the use of electronic signatures, electronic acceptance and digital execution of any application, consent, agreement or credit contract entered into through this website.
52. You agree that any such electronic execution satisfies any legal requirement for a signature and is binding on you under the *Electronic Transactions Act 1999 (Cth)* and applicable State and Territory legislation.

No Waiver & Severability

53. Failure by us to exercise or enforce any right under these Terms does not constitute a waiver of that right.
54. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions continue in full force.