

## Terms and conditions

Welcome to The Buyers Ally's website (<https://www.thebuyersally.com.au/>), which offers details about our services and connects you with our partners and other professionals. Please note that the information provided on our site is general and not personalized investment advice. The Buyers Ally and its affiliates are not responsible for decisions made based on this information. Always consult relevant experts, such as legal, financial, or accounting professionals. Past results do not guarantee future outcomes.

### **\*\*Recitals\*\***

These Terms of Use ("Terms") govern your use of the Website located at <https://www.thebuyersally.com.au/> ("Website") and form a binding agreement between you, the user of the Website, and The Buyers Ally (**ABN 38961445458**) ("us", "we", "our" or "TBA").

For that reason, these Terms are important, and you should ensure that you read them carefully. You may contact us with any questions before you use the Website by emailing [davidc@thebuyersally.com.au](mailto:davidc@thebuyersally.com.au)

By using the Website, you acknowledge and agree that you have read and understand these Terms and agree to be bound by them. If you do not agree to the Terms, please do not use the Website.

### **\*\*1. Definitions\*\***

1.1. "Confidential Information" means any of our information, the information of a mortgage aggregator, or any information of a third party which is designated as confidential or which is of a confidential or sensitive nature, which is marked or denoted as confidential or which a reasonable person to whom that information is disclosed or to whose knowledge the information comes would consider confidential.

1.2. "Intellectual Property" means all intellectual property rights (including, without limitation, all registered and unregistered copyright, designs, trademarks, and patents) of any nature in any technology, trade secrets, User lists, User details (including, but not limited to, User emails, telephone numbers, and addresses) and User-related or Services-related information, software, program, inventions, designs, works, and subject matter belonging to us.

1.3. "Services" means the provision of our mortgage broking services, property buyer's agency services, or any other service offered by us from time to time according to this Website.

1.4. "Third Party" means an entity other than us or our subsidiaries.

1.5. "User" means any person who accesses this Website, regardless of the nature or purpose of that access, or whether or not that party is identified to us.

1.6. "You" means a User or any other party currently accessing the Website on your behalf.

### **\*\*2. General\*\***

2.1. These Terms prevail in the event that anything in, or associated with, the Website is inconsistent with these Terms.

2.2. If a provision of these Terms is invalid or unenforceable, it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

2.3. These Terms and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.

2.4. We are not liable whatsoever to you for any direct or indirect losses and/or expenses suffered by you arising out of a breach by us of these Terms, including our negligence, or the information and content on this Website.

2.5. Our failure to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect our right to subsequently enforce that provision.

2.6. We may provide any notice required under these Terms by publishing the notice on the Website ("Notice").

2.7. We may amend or vary these Terms at our sole discretion by giving Notice, and the varied Terms are to take effect immediately upon Notice being given. Your continued use of the Website after any variation of these Terms will be deemed to constitute your acceptance of the varied Terms. If you do not accept the varied Terms, please discontinue your use of the Website.

2.8. These Terms, together with the Privacy Policy, constitute the entire agreement between you and us in relation to your use of this Website.

### **\*\*3. Use of Website\*\***

3.1. We grant you a non-exclusive, non-transferable licence to use the Website for the purpose of enquiring or requesting about the Services in accordance with the terms and conditions set out in these Terms.

3.2. The Website may contain links to other websites and may contain Third Party content. We do not endorse, sponsor or approve any such content or any content available on any linked website. We expressly exclude all liability for any content or material on the Website including any links to other websites or Third Party content.

3.3. You acknowledge and agree that:

- (a) We retain complete editorial control over any information or content on the Website and we may alter, amend or remove any content on the Website at any time in our sole discretion; and
- (b) The Website may not operate on a continuous basis and may be unavailable from time to time (including for maintenance purposes), and we exclude any liability to you or any User for any outage of the Website.

### **\*\*4. User Conduct\*\***

4.1. By accepting these Terms, you represent that you:

- (a) have the capacity to accept these Terms; and
- (b) will maintain the security and confidentiality of any information shared between you and us obtained from, in relation to, or in connection with the Website or our Services.

4.2. A User must not transmit content via the Website that:

- (a) is inaccurate, harmful, obscene, pornographic, defamatory, racist, sexist, threatening, violent, offensive, abusive, vulgar, profane, indecent, unlawful, harassing, or otherwise objectionable to us or other Third Parties, including any content which is likely to offend, insult, or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation, and/or any physical or mental disability;
- (b) exploits another person in any manner;
- (c) includes unauthorized disclosure of personal information;
- (d) violates or infringes anyone's intellectual property rights; or

(e) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

4.3. You are solely responsible for any content or information that you provide to us or transmit via this Website.

4.4. You must immediately notify us of any unauthorized use of the Website by you or your agent, personnel, or employee.

4.5. We may, but are not obliged to, at any time request a form of identification to verify your identity and/or your compliance with these Terms.

#### **\*\*5. Violation of Terms\*\***

5.1. We reserve the right to reject, edit or remove content that violates these Terms, that contains Third Party commercial advertisements, or for any other reason we deem necessary in our absolute discretion.

5.2. We may record and store information relating to you and we reserve the right to disclose any information as necessary to satisfy any applicable law, legal requirement, police investigation, or request from a Government authority. For further information, please read our Privacy Policy.

#### **\*\*6. User Warranties\*\***

Each User agrees and warrants that:

- (a) it must not use the Website for any improper purposes or unlawful or illegitimate activities;
- (b) it will provide all material information we require to provide the Services;
- (c) any information provided to us from the User is correct and accurate, and suitable for the purpose that the information was provided;
- (d) it will not infringe or exploit any of our or any Third Party's intellectual property rights;
- (e) it has not or shall not rely upon any advice or representation whatsoever that is provided on this Website including in respect of the Services;
- (f) it shall carry out its own independent due diligence and satisfy itself in respect of the entry into any loan application, loan agreement, or purchase of any property;
- (g) it shall obtain its own independent legal, financial, investment, tax, environmental and planning, and other advice in relation to the provision of any of the Services;
- (h) it acknowledges that any data, information, financial, investment or property advice that may be provided on the Website in connection with Services:
- (i) is only general advice and has not taken into account the individual circumstances of the User or the User's objectives, financial situation, or needs;
- (ii) will not be relied upon by the User; and
- (iii) the User will assess any information by consulting an appropriate professional including a legal, accounting, or financial professional;
- (i) it acknowledges that we provide no warranties in relation to the information or the content on this Website and we exclude all liability in relation to it (including, but not limited to, its accuracy, completeness, suitability, and reliability);
- (j) it acknowledges and consents for us to use personal information collected from this Website in order to:
  - (i) provide the Services;
  - (ii) promote and market our Services and pursue other potential clients and customers; and
  - (k) we may disclose personal information about the User to other Third Parties, directly or indirectly, in relation to the Services.

#### **\*\*7. Fees\*\***

7.1 We may from time to time charge a fee for the use of the Website in its entirety or for certain features. If a feature of the Website requires payment of a fee, we will disclose the fee prior to your access to that feature on the Website.

7.2. All fees are quoted in Australian Dollars and are GST inclusive. We reserve the right to change the fees for any chargeable service or feature on the Website at any time and will provide Notice in accordance with these Terms where the price is varied.

#### **\*\*8. Confidential Information\*\***

8.1. You agree to keep our Confidential Information and the Confidential Information of any other User or third party confidential and to

use or disclose such information only for the purposes as authorized by the owner of the Confidential Information.

8.2. The obligations of confidentiality in clause 8.1 will not apply to information which:

- (a) is generally available in the public domain except where such availability is as a result of a breach of these Terms;
- (b) was known prior to the disclosure of the information by you; or
- (c) is required to be disclosed by an applicable law or court order.

#### **\*\*9. Intellectual Property Rights\*\***

We may from time to time charge a fee for the use of the Website in its entirety or for certain features. If a feature of the Website requires payment of a fee, we will disclose the fee prior to your access to that feature on the Website.

9.1. Nothing in these Terms constitutes a transfer of any Intellectual Property rights. You acknowledge and agree that, as between you and us, we own all Intellectual Property rights in the Website.

9.2. By using the Website, including transmitting any content or information via the Website, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, and transferable right and licence to use that content or information in any way (including, without limitation, reproducing, changing, and communicating the content to the public, including for advertising and marketing purposes).

9.3. You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clause 9.2.

9.4. You must obtain express written permission from us if you wish to reproduce any aspect of the Website or other Intellectual Property owned by us.

#### **\*\*10. Termination and Suspension\*\***

10.1. The Terms will continue in force until such time that they are varied or replaced, but we may terminate the Terms or the Website at any time and without prior notice in our sole discretion.

10.2. We may restrict, suspend, or terminate any User from using or accessing the Website without notice in our sole discretion.

10.3. We reserve the right to change or discontinue any service or feature on the Website in whole or in part at any time in our sole discretion.

#### **\*\*11. Limitation of Liability\*\***

11.1. You agree to indemnify us against any liability for any loss, damage, or injury to persons or property suffered by us, in relation to your use of the Website, its information and content, and the amount of all claims, damages, costs, and expenses which may be paid, suffered, or incurred by us in respect of any such loss, damage, or injury will be made good at your expense.

11.2. We will not be liable to you in respect of any losses suffered or incurred by you arising out of or in connection with the information or content contained in the Website or the provision of the Services.

11.3. You will be liable for any loss, damage, or injury to any party or parties (including to us, yourself, and other Users) resulting from your negligent acts or omissions through your use of the Website, the information and content on the Website, and shall indemnify and keep us indemnified against any claim or claims made against us.

11.4. You agree to indemnify, and continually indemnify, us in relation to all claims, actions, liabilities, costs, losses, and expenses (including legal costs on a full indemnity basis) that we incur as a result of your use of the Website, and/or from your failure to comply with these Terms.

11.5. Without limitation to the foregoing, you agree that our liability, if any, arising out of any kind of legal claim or action in any way connected to the Website or the Services offered, our maximum liability to you will be limited to the total amount paid by you (if any) for any chargeable service or feature on the Website purchased by you.

#### **\*\*12. Disclaimer of Warranties\*\***

You acknowledge that we make no representation or warranty:

- (a) that your access to the Website will be timely, secure, uninterrupted, and/or error-free;
- (b) that any defects on the Website will be corrected;
- (c) that any information disclosed on the Website or any content will be correct, accurate, up-to-date, complete, or useful; or
- (d) that the Website or the server which stores and transmits the Website to you is free from viruses or any other harmful components.

#### **\*\*13. Assumption of Risk\*\***

You agree and understand that you assume all risks when using the Website, including without limitation any and all of the risks associated with any online or offline interactions with us and all risk for any damage to your computer system or loss of data.

#### **\*\*14. Currency\*\***

These Terms are effective as and from 13<sup>th</sup> September 2024.