

Terms of use

FlexiCards Australia Pty Ltd ABN 31 099 651 877 Australian Credit Licence 247415 (Financier)

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In addition to the terms in this document, there may also be specific terms governing your use of, and access to, certain sections of the FlexiCards Website. Those specific terms also form part of these Terms of Use and you will be bound by them. You should review them wherever they are accessible by you on the FlexiCards Website.

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- i. regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party Websites; or
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- ii. does not form part of the terms and conditions for FlexiCards products and services; and
- iii. is not intended to be financial advice and does not take into account any user's objectives, financial situation or needs.

All information is subject to change without notice. FlexiCards recommends that you seek independent advice before acting upon Material on this website or Third Party Material. For further information about a particular product or service please contact FlexiCards on **1300 115 533**.

All applications are subject to FlexiCards' normal credit approval criteria.

Unless expressly agreed otherwise, products and services referred to on the FlexiCards Website will be provided only to Australian and New Zealand citizens and permanent residents. These products and services are generally not available to non-Australian residents because they have to comply with Australian laws.

2. Warranties

While we have made every effort to ensure that information is free from error, FlexiCards does not warrant the accuracy, adequacy, suitability or completeness of Material on the FlexiCards Website. Use of the FlexiCards Website is at your own risk. FlexiCards does not guarantee that the FlexiCards Website or Third Party Websites will be free from viruses, that the FlexiCards Website will be available, or that access to the FlexiCards Website or Third Party Websites will be uninterrupted. You are responsible for taking appropriate precautions for the protection of your computer system and data.

3. Limitation of liability

Subject to any rights implied by law which cannot be excluded, FlexiCards is not liable to you, whether in contract, tort (including negligence), statute or otherwise, for any losses, damages, liabilities, claims or expenses (including but not limited to legal costs and defence or settlement costs), direct or indirect, whatsoever arising out of or referable to:

- i. your use of the FlexiCards Website;
- ii. Material on this website;
- iii. any variation, suspension or termination of use of the FlexiCards Website;
- iv. your use of Third Party Websites; or
- v. Third Party Material.

FlexiCards's 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 FlexiCards's option, to:

- i. the supply of the goods or services again;
- ii. the repair of the goods; or
- iii. the cost of having the goods or services supplied again or repaired.

4. Termination

Your use of and access to the FlexiCards Website may be terminated at any time by FlexiCards without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by FlexiCards will survive termination.

5. Jurisdiction

Unless otherwise stated, the information on the FlexiCards Website is provided in compliance with Australian law and is only intended for persons within Australia. The FlexiCards Website may not comply with the laws of countries other than Australia and is not directed at, and should not be relied upon by, persons in any other country.

6. Copyright and trade marks

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You must not use any trade mark displayed on the FlexiCards Website in any way without our express written consent.

7. Privacy and use of the Flexicards website

FlexiCards does not collect any personal information about you when you use the FlexiCards Website unless:

- i. you provide it to us by completing an online application or online form or supplying us with your email address; or
- ii. you log on and use the services available on the FlexiCards Website.

FlexiCards does gather statistical information about use of the FlexiCards Website, including by the use of cookies, however none of this information allows FlexiCards to identify a user.

FlexiCards may also use third parties to collect statistical information to measure the effectiveness of our online advertising. Any third party involved in this process will not collect personal information.

If you use a link from the FlexiCards Website to a Third Party Website, the Third Party Website operator is responsible for the security and privacy of your information when you are viewing that website.

You should review FlexiCards's Privacy Policy for more information about how FlexiCards deals with your personal information.

8. Linking to the Flexicards website

Please contact FlexiCards' Marketing Department if you would like to place a link to any part of our website. You must not link to the FlexiCards Website without our express permission.

9. Acceptance and changes to terms of use

You acknowledge and agree that your use of the FlexiCards Website indicates your acceptance of these Terms of Use and the Privacy Policy as varied from time to time.

These are the current Terms of Use. They replace any other terms of use for the FlexiCards Website published on the FlexiCards Website to date. FlexiCards may at any time vary the Terms of Use by publishing the varied Terms of Use on the FlexiCards Website. You accept that by doing this, FlexiCards has provided you with sufficient notice of the variation. Your subsequent use of the FlexiCards Website constitutes acceptance of the varied Terms of Use.

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