



OZ PREMIUM FINANCE

## Website Terms of Use

**Owner** OZ PREMIUM FINANCE PTY LTD ABN 55 666 232 319 and/or OZ PREMIUM NOMINEES PTY LTD ACN 670 307 543 as trustee of OZ PREMIUM FUNDING TRUST ABN 91 544 188 182 ('**OZP**') owns and operates this website.

These Terms of Use ('**Terms**') govern your use of the OZP website ([www.ozpremiumfinance.com.au](http://www.ozpremiumfinance.com.au)), any other web domains owned by OZP and any linked pages ('**External Sites**'). By accessing the OZP website and the materials and information on the OZP website, you acknowledge that you have read, understood and agree to be bound by these Terms, and any changes to these Terms as they occur from time to time.

### **Warranty**

The materials on the OZP website have been prepared for general information purposes only. While OZP has used every effort to ensure that information is free from error, OZP does not warrant either expressly or impliedly the accuracy or completeness of any materials on the OZP website.

OZP reserves the right to alter, move, modify or remove any content at its absolute discretion from time to time without notice, and is also under no obligation to provide you with alternative links or avenues to such content.

OZP does not warrant that the OZP website will be free from viruses or anything else that may either interfere with or damage the operation of your computer systems, or that access to the OZP website or any External Site will be uninterrupted. Under no circumstances will OZP be liable to you or any third party for damages or interferences to computer systems arising out of connection or usage of the OZP website or an External Site, as well as disruptions experienced whilst using the OZP website.

You must take your own precautions to ensure that whatever you select for use from the OZP website is free of viruses or anything else that may either interfere with or damage the operation of your computer systems.

### **Limitation of liability**

Except for the rights, guarantees and remedies which cannot be excluded, restricted or modified, to the maximum extent permitted by applicable law OZP excludes all liability incurred, suffered by or awarded against you under or in any way as a result of your use of or reliance upon the OZP website or the content contained in the OZP website.

To the extent permitted under section 64A of the *Competition and Consumer Act 2010* (Cth), Schedule 2 (Australian Consumer Law), OZP excludes all and any liability which may arise for any damages, losses, liabilities, expenses, costs or consequences of any nature including without limitation loss of revenue, claims and expenses suffered by you or any third party.

In no event shall OZP's total liability to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing the OZP website, even if OZP has been advised of the possibility of such damages.

### **Copyright and intellectual property rights**

The material contained on the OZP website is protected by copyright, with all rights reserved by OZP. You may use the OZP website only for your personal and non-commercial purposes, or for business purposes only where specifically permitted by OZP. No term or condition stated on the OZP website will express or imply approval for commercial purposes.

Trade marks (whether registered or unregistered) and logos belonging to OZP must not be used in any way without obtaining the express prior written consent of OZP. At no time can such trade marks be modified by you. The content contained in the OZP website may be the subject of other intellectual property rights owned by OZP or by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these Terms. Your use of the OZP website must not in any way violate or infringe upon the intellectual property rights of any person or entity.

### **Rights of material**

You are granted a revocable license to download the material contained on the OZP website for your personal use, as well as for the purpose of transacting business with OZP. You must not otherwise copy, reproduce, republish, frame, upload, transmit, redistribute or modify the contents of the OZP website in any way, except where the prior written consent of OZP has been obtained.

### **External Sites**

The OZP website may contain links to, or frame, External Sites. OZP is not required to either maintain or update any links on the OZP website. OZP is not authorising the reproduction of External Site material by linking material on the OZP website to External Site material.

Links to, or framing of, External Sites should not be construed as any endorsement, approval, recommendation or preference by OZP of the copyright holders, site or content owners, operators of the External Sites, or for any information, products or services referred to on the External Sites unless expressly indicated on the OZP website.

OZP makes no warranties or representations whatsoever in relation to any aspect(s) of External Site material, including the quality, appropriateness or accuracy of any information or the products and services available through External Sites. OZP accepts no liability, or responsibility, in relation to material contained on External Sites whether linked to, or framed, directly or indirectly.

### **Security**

OZP makes no warranty in respect of the strength or effectiveness of the security methods or technologies provided both directly within the OZP website and between the OZP website and your own system. OZP is not responsible for any events arising from unauthorised access to the information you provide, utilise or access on the OZP website.

### **Links to OZP**

No terms contained in these Terms will imply authorisation for any party to create links to the OZP website. If you wish to create a link to any part of the OZP website, you must obtain prior written consent from OZP before doing so.

To obtain consent, send an email to [info@ozpremiumfinance.com.au](mailto:info@ozpremiumfinance.com.au) stating:

- your name
- company name (if applicable)
- contact details including phone and email
- URL of any (and all) sites you intend to link from
- nature of your business
- explanation of the purpose of the links and context within which the links will appear
- description of how the links will work – framed, direct link, etc

OZP will assess each request on a case by case basis and will notify you of approval where granted.

### **Information submitted by you**

All information submitted to OZP through the OZP website will be deemed to be the property of OZP. By submitting any information to us through the OZP website, you grant us an unrestricted, irrevocable license to use, display, reproduce, modify, perform, transmit and distribute that information. You also agree that OZP is free to use for any purpose any ideas, concepts, know-how or techniques that you submit to us through the OZP website.

OZP is not subject to any obligations of confidentiality regarding submitted information, except where OZP has a direct customer relationship or as otherwise specifically agreed or required by law.

### **Jurisdiction**

These Terms are governed by the laws of South Australia. By using the OZP website, you unconditionally submit to the non-exclusive jurisdiction of the courts of South Australia and all courts which have a jurisdiction to hear appeals from those courts.

### **Reservation of rights**

OZP reserves the right to amend, change, modify, add to, or remove portions of these Terms at any time without notice.

**Oz Premium Finance Pty Ltd**

ABN: 55 666 232 319

Call us on 1300 570 407 or email us at [info@ozpremiumfinance.com.au](mailto:info@ozpremiumfinance.com.au)