

## **Terms of use**

This website (“Website”) is owned and operated by Focus Financial Pty Ltd (ABN 60 641 328 065) and its affiliate companies (“Focus Financial Solutions”), registered office at 4/30-34 Garden Terrace, Mawson Lakes, SA, 5095, Australia. In these Terms of Use, “we”, “our” and “us” refers to Focus Finance.

### **TABLE OF CONTENTS**

#### **1. Introduction**

1.1 All access to and use of this Website is subject to these terms and conditions (“Terms of Use”). By accessing and using this Website you agree to be governed by these Terms of Use. If you do not agree to these Terms of Use, you, by no longer permitted to access and use this Website.

1.2 If you are found in violation of these Terms of Use, your right to access and use this Website will immediately be revoked.

1.3 This Website is intended for Australian residents only, aged 18 years and over. You should be aware this Website (including products, prices and product descriptions) is updated frequently. Products previously advertised may be withdrawn at any time, without notice.

1.4 We may amend or alter these Terms of Use at any time. We recommend you refer to these Terms of Use each time you use this Website. The amended Terms of Use will be effective from the date they are posted on this Website. Your continued use of this Website will constitute an acceptance of these amended Terms of Use.

#### **2. Privacy policy**

2.1 We uphold your privacy with the utmost importance. Please visit our Privacy Policy to find out how we use, store, and transfer the information that you provide to us. Your use of this Website is always subject to the provisions of our Privacy Policy.

#### **3. Third party products**

3.1 You may apply for several different products via this Website and associated web applications hosted on this Website. These products are not provided by us but are instead provided by third parties. We do not exercise control over these third parties. It is your responsibility to verify and satisfy your

personal preferences and requirements before applying for or obtaining any product before doing so. Before applying for or purchasing a product supplied by a third-party, you should consult the relevant product disclosure statements or documents. The presence of a product on this Website

does not constitute an endorsement by us of the provider, the product, the content of the provider's website, or the activities of the provider.

3.2 All product prices are given in Australian dollars (AUD \$).

3.3 We are not liable for any loss or damages you or any third party may incur in connection with any product you obtain after using this Website. We are not liable for any acts, omissions, errors or complications of any third party in connection with that product.

3.4 This Website contains statements regarding the terms of the products, including features and inclusions. Some of these statements are generalised and/or simplified to facilitate a summary of product comparison. However, not all products are identical, and you should confirm the precise terms of any product that you intend to purchase prior to purchase. Product information supplied on the website is available only to Australian residents, unless expressly stated otherwise.

3.5 By submitting your personal details through this Website, you can make an offer to obtain a product from a third-party provider. That offer may be accepted or rejected. The contract for the product will only be concluded once your offer has been accepted by the relevant third-party provider. If your offer is accepted, this triggers the third-party to supply of said product, subject to the third-party provider's terms and conditions. You will receive written confirmation if your offer has been accepted.

#### 4. The Focus service and how we are paid

4.1 We provide several services on this Website allowing users to research and compare life insurance, car insurance, vehicle loans, business loans, home loans, energy and broadband products, credit cards, all of which are provided by third parties.

4.2 Our comparison service is free for use, subject to these Terms of Use. We receive payment (commission) from the third-party product providers in the event of a successful purchase from you.

#### **5. Permitted use**

5.1 You are only permitted to use this Website for personal use, subject to your compliance with these Terms of Use. Commercial use of this Website is strictly prohibited

5.2 You are not permitted to do anything that may affect, for ill or good, the security of this Website or any information or material stored within it.

5.3 You agree not to:

5.5 You agree that if you provide any information on this Website, that information will be true, accurate and complete and free of intentional error.

## **6. Registering an account**

6.1 This Website allows you to create a personal account linked to you to access certain member services provided by Focus and this Website. This Website may allow you to sign in to your personal account by generating a username and password, or by using your social media username and password using a mixture of internal and third-party authentication. Any such account or access details provided or created by you will be referred to collectively as “Login Details”.

6.2 In all cases, if you create a personal account, you agree that:

6.3 If you believe that the security of your Login Details is compromised you must notify us in writing immediately. As a precaution, you should change your password immediately. We will not be liable for any loss or damages incurred due to unauthorised use of your Login Details (including if someone else accesses your account through Login Details, they have obtained from you or through an abuse by you of these Terms of Use).

6.4 We may disable or deactivate your account at any time because of any suspected or actual unauthorised use of your Login Details, and we will notify you by using contact methods that you have given to us.

## **7. No advice**

7.1 Focus does not offer financial, investment or other monetary advice. Nothing on this Website constitutes financial, investment or other monetary advice by us in relation to any product.

7.2 This Website is intended for use in comparison and research purposes. Focus is not able to bind any third-party provider or ensure that any third-party provider sells any product to you. Many products offered are subject to third-party provider approval. As such, nothing on this Website amounts to an offer by us or any third-party provider to: (a) sell any product to you; or (b) enter any contract with you.

## **8. Intellectual property rights**

8.1 The word or mark “Focus” however represented, all associated logos and symbols, and any combinations with another word or mark, are the trademarks of Focus or one of its subsidiaries or registered entities.

8.2 All intellectual property rights in any material or content contained in or accessible via this Website is either owned by Focus or is licenced for exclusive or unrestricted use by Focus.

8.3 You will only make fair use of the trademarks on this Website and will not use them:

8.4 Except as set out elsewhere in these Terms of Use, none of the intellectual property rights invested with Focus or our licensors in and relating to this Website (including any content or material displayed on this Website) may be used, copied, published or distributed by you without our prior written consent.

## **9. Exclusions of liability**

9.1 This Website, content and services are supplied to you on a strictly “as is” basis and we make no warranties and/or guarantees whether implicitly or explicitly, regarding their satisfactory value, fitness for a particular purpose, reliability, timeliness, accuracy, completeness, security or that they are error free.

9.2 We try to ensure that the information displayed on this Website is up-to-date and accurate. However, your use of this Website and any action you carry out based on information you obtain from this Website is carried out entirely at your own risk. Focus does not accept liability for any losses that you may incur as a result.

9.3 We do not give any warranty that the Website is free from viruses, malware or anything else which may have a harmful effect on any technology.

9.4 We aim to provide continuous use for this Website, but we give no warranty as to the extent of uptime of this Website. We reserve the right to suspend, restrict or terminate your access to this Website at any time.

9.5 We will not be liable for any loss of use, profits or data or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or civil wrong, or otherwise in relation to:

## **10. Indemnity**

10.1 You agree to indemnify us, our directors, employees, agents, and contractors for any loss suffered, or any expenses that may be incurred arising from a breach of these Terms of Use or your use of this Website, if it occurs

## **11. Contact us**

11.1 We provide number of links on this Website. These links transfer you to other websites, which are not controlled, nor is their content endorsed, by Focus. The purpose of these links is to facilitate access to further information you may require making a purchase decision. In no circumstances do we make representations about the accuracy of any information contained on any other websites. We waive all liability for any loss, damage, cost or expense you incur in accessing or attempting to access a third-party site.

11.1 If you have any questions concerning this Website or the services and products we provide, please contact us.

## **12. General**

12.1 If any part of these Terms of Use is determined to be legally invalid or unenforceable, such provision will be replaced by a valid, enforceable provision which represents the spirit and letter of the former provision. The remainder of the terms will continue as per usual.

12.2 All parties are not prevented from taking any further action if either or both parties fail to enforce the rights granted under these Terms of Use.

12.3 These Terms of Use constitute the entire agreement between you and us relating to your access to and use of this Website and succeeds any prior agreements (including any previous terms of use of this Website)

## **13. Governing law**

13.1 These Terms of Use and your access to and use of this Website is governed by and will be interpreted in accordance with the laws of South Australia and the Commonwealth of Australia.

13.2 Each of you and us submits to the non-exclusive jurisdiction of the courts of South Australia, and the Commonwealth of Australia in connection with these Terms of Use and your access to and use of this Website.

- Introduction
- Privacy policy
- Third party products
- The Focus service and how we are paid
- Permitted use
- Registering an account
- No advice
- Intellectual property rights
- Exclusions of liability
- Indemnity
- Contact us
- General

- Governing law
  - (a) use any automatic tool (such as a spider, mechanism or aggregation tool) to access, copy or extract such data.
  - (b) duplicate copy or speak in confidence to any individual, any web site content, aside from as expressly permissible by these Terms of Use.
  - (c) use any methodology or method (including knowledge scraping, assortment or accumulation tool, robot, spider or scripted responses) for the aim of getting, processing, copying, replicating, distributing, reconfiguring, publication, viewing, assessing, analysing, modifying or repackaging any web site content.
  - (d) use any methodology or method to consolidate, remix or mix any web site content with the other content, data, information, pictures or material.
  - (e) reverse engineer, dismantle or otherwise decide to construct or determine this Website's ASCII text file, formulas or processes.
  - (f) use systematic, repetitive automatic, and/or repetitive tools or the other ways that square measure designed to get an outsized range of quotes, comparisons, rankings or different valuation and connected data from this Website.
  - (g) use, get or decide to get from this web site, data to uncover or discover valuation, underwriting, rating and connected business methodology or systems; or
  - (h) post, distribute or send any 'spamming material' or other sort of bulk communication, as outlined within the Commonwealth Spam Act (2003).5.4 You are not permitted to use this Website in any unlawful or fraudulent manner.
  - (a) your Login Details are for your use alone.
  - (b) you will always store or keep your Login Details secure and confidential and will not disclose these to any other person. To keep your account secure, we advise changing your password at least once every 6 months.
  - (c) you are responsible for all actions that take place because of access to this Website's services via your Login Details; and
  - (d) any breach of these Terms of Use under your Login Details will be treated as a breach by you, and your permission for further use of your account and Website will be revoked.
  - (a) as part of your own marks or purported intellectual property.
  - (b) in a manner which is likely to cause confusion, libel, or defamation Focus and its entities; or
  - (c) to identify or imply commercial or tacit endorsement or otherwise of products or services to which they do not relate.
  - (a) your use of reliance upon or inability to use this Website and/or its content.
  - (b) the removal with or without notice or cause of any of your data or information stored on this Website.
  - (c) any loss of your content or communications resulting from delays, non-deliveries, missed deliveries, service interruptions or a failure, suspension or withdrawal of all or part of this Website at any time.
  - (d) the removal from this Website of any content or communications sent or posted by you on or via this Website, such as, but not limited to, comments and testimonials.
  - (e) any circumstance that falls beyond our reasonable control; and
  - (f) any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into our agreement with you.