

Terms of Use

1. Purpose

Fido Finance (**website**) is owned and operated by Fidelis Assets Pty Ltd ACN 640 939 000, a related body corporate of Fidelis Finance Pty Ltd ACN 640 939 162 (**we or us**).

We are a leading Australian car and asset finance broker who makes it super simple for our customers to find personalised solutions for their finance and insurance needs.

2. Acceptance of terms

2.1 Agreement

You agree that by clicking "Get My Rate", "Call 13 34 36" or "Apply Now" and registering to use our Services, you will be bound by the following agreement (**terms of use**) between you and us. These terms of use govern your access to and use of our Services.

2.2 Changes to terms of use

- (a) You agree that we may update these terms of use at any time, by giving you notice in any of the ways mentioned in clause 14.5(b).
- (b) After we give you such a notice your continued use of any of the Services will signify your agreement to and acceptance of the terms of use as amended, with effective from that date.
- (c) If you do not agree to the changes, you can terminate this agreement by:
 - (1) ceasing to use all of our Services; and
 - (2) giving us written notice in accordance with clause 14.5(a).

For termination to be effective, you must do both of the things in paragraphs (a) and (b).

3. Term and termination

This agreement starts on the first date that you use the website to access our Services (**Term**).

4. Licence

4.1 No Grant of licence

Where you access the Website or use our services you are not given a license to use our intellectual property or the intellectual property of third parties which has been granted by this website.

4.2 Limited Licence

You acknowledge and agree that the rights granted to you under the Licence are expressly limited to the rights stated in clause 4.1. To the fullest extent permitted by law, all implied rights in relation to the Licence are excluded.

5. Disclaimer and limitation of liability

5.1 Disclaimers

- (a) You acknowledge and agree that the Services contains general information and may include material from many different sources. We make no representation and do not warrant that the information provided on the Services is complete, accurate or current.
- (b) The information accessible in the Services is not a replacement for professional advice and does not take into account your specific circumstances.
- (c) You agree that we provide the Services as a broker for third parties' products and are not responsible or liable to you or any third-party for the actions or inactions of another party in relation to you.
- (d) Neither we nor any of our directors, employees, contractors or other representatives will be liable for any Loss, damage or personal injury whatsoever which may arise out of or in connection with your use of the Services, to the extent permitted by law.

5.2 Implied terms

- (a) To the full extent permitted by law:
 - (1) any term which would otherwise be implied into these terms of use is excluded. However nothing

in these terms of use excludes a compulsory consumer guarantee which applies under the *Competition and Consumer Act 2010* (Cth) and which cannot be excluded, restricted or modified.

- (2) you acknowledge that we provide the Services on an 'as is, where is' basis, and we make no warranties or representations, express or implied, as to the Services (and any information or documentation provided in connection with them), whether provided by us, third party contractors or other users.
- (b) If any law implies or imposes terms into these terms of use which cannot be lawfully excluded, such terms will apply, save that our liability for breach of any such term will be limited in accordance with the remainder of this section.

5.3 Limitation of liability

- (a) To the extent we are held liable in connection with these terms of use (whether in contract, under a right of indemnity, tort or statute), then our cumulative liability will be limited (at our option) to any one or more of the following:
- (1) re-supplying the services to which the liability relates or the supply of equivalent services; or
- (2) \$100.
- (b) This limitation of liability extends to Loss, damage or personal injury caused directly or indirectly by your access to or inability to access the Services and your reliance on any information provided in the Services, even if we have been advised of the possibility of such damages or injury.

6. Links to third party websites

For your convenience, the Services may provide links or references to other websites, applications or information. We do not control or endorse these websites, applications or information, and are not responsible or liable for the accuracy, legality, or any other aspect of the content of such websites or for any damage or injury arising in connection with your access to such websites.

7. Intellectual property rights

- (a) The Services are protected under Australian and international copyright and other laws governing protection of Intellectual Property Rights.
- (b) Intellectual Property Rights in images, trade marks and other content in the Services are owned by us or our licensors. You must not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, create derivative works from, adapt, or edit such materials.

8. Definitions and interpretation

8.1 Definitions

Claim means, in relation to a person, any action, allegation, claim, demand, judgment, liability, proceeding, remedy, right of action or right of set-off made against the person concerned however it arises whether:

- (a) it is present, unascertained, immediate, future or contingent;
- (b) it is based in contract, tort, statute or otherwise; or
- (c) it involves a third party or a party to this agreement.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, circuit layouts, designs, trade marks, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Licence means the licence set out in clause 4.1, as limited by clauses 4.2.

Loss means any loss (including Consequential Loss), claims, actions, liabilities, damages, expenses, diminution in value or deficiency of any kind whether direct, indirect, consequential or otherwise.

Material means information, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.

Services means the services provided by us to you, including the website.

Term has the meaning given in clause 3.

Website means the portal accessible via www.FidoFinance.com.au.

8.2 Interpretation

- (a) Unless the contrary intention appears, a reference in this agreement to:
- (1) this agreement or another document includes any variation or replacement of it despite any

- change in the identity of the parties;
- (2) one gender includes the others;
 - (3) the singular includes the plural and the plural includes the singular;
 - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;
 - (5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this agreement and a reference to this agreement includes any schedule or attachment;
 - (6) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (8) money is to Australian dollars, unless otherwise stated; and
 - (9) a time is a reference to Brisbane, Queensland time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
 - (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this agreement.
 - (e) A provision of this agreement must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this agreement or the inclusion of the provision in this agreement.

8.3 Business Days

- (a) If anything under this agreement must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (b) If an act is required to be done on a particular day, it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

8.4 Parties

- (a) If a party consists of more than one person, this agreement binds each of them separately and any two or more of them jointly.
- (b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
- (c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.