

# Safe Financial - Website Terms and Conditions of Use

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#### About this website

This website is operated by Safe Financial Group Pty Ltd (ACN 138 086 852).

Your use of the information, graphics and materials on the Safe Financial Group Pty Ltd website ("Material on this website") is governed by these Terms of Use and the Privacy and Security Statement.

In addition to the terms contained in this document, there are also specific terms which form part of the Terms of Use and govern your use of, and access to, certain sections of the Safe Financial Group Pty Ltd website. Since these additional terms also bind you, you should review them wherever they are accessible to you on the Safe Financial Group Pty Ltd website.

#### Links to other websites

The Safe Financial Group Pty Ltd website may contain links to other websites operated by third parties ("Third Party Websites"). Safe Financial Group Pty Ltd does not endorse or approve of the operators of Third Party Websites or the information, graphics and material on those Third Party Websites ("Third Party Material").

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When you follow a link on the Safe Financial Group Pty Ltd website, material at a Third Party Website may be displayed in your browser framed by Material on this website. This material is also Third Party Material for the purpose of these Terms of Use.

All offers to sell, and statements relating to goods and services available on Third Party Websites are the responsibility of and given by the Third Party Website operator. In so far as such offers and

statements are made on the Safe Financial Group Pty Ltd website, such offers and statements are made by the Safe Financial Group Pty Ltd on behalf of the operator. The Safe Financial Group Pty Ltd expressly disclaims acting in any other respect on behalf of Third Party Website operators.

Safe Financial Group Pty Ltd may receive payments from operators of Third Party Websites in relation to goods or services supplied by the operator as a result of you linking to the Third Party Website from the Safe Financial Group Pty Ltd website.

## **Third-Party Software**

Unless otherwise indicated, software downloads available via links from the Safe Financial Group Pty Ltd are third-party products. These products may be subject to a licence agreement between you and the relevant product owner. To the extent permitted by law, the Safe Financial Group Pty Ltd accept no liability in respect of such third-party products and the Safe Financial Group Pty Ltd provides no warranty and gives no endorsement in respect of such products or any party connected with them. We do, however, welcome your feedback or suggestions concerning these products.

# **Product Information and Supply**

Material on this website may contain general information about Safe Financial Group Pty Ltd products and services. Unless expressly stated otherwise, this information:

- not constitute an offer or inducement to enter into a legally binding contract; and
- does not form part of the terms and conditions for Safe Financial Group Pty Ltd products and services.

For further information about a particular product or service, please complete the e-form on the product or service page.

Applications for credit are subject to the Safe Financial Group Pty Ltd normal credit approval criteria. Unless expressly agreed otherwise:

- products and services discussed in the section of the Safe Financial Group Pty Ltd website
  which refers to the Australian operations of any Safe Financial Group Pty Ltd member (the
  "Australian Section") will be provided only to Australian residents. These products and
  services are generally not available to non-Australian residents because they may not comply
  with non-Australian laws; and
- products and services discussed in the sections of the Safe Financial Group Pty Ltd website which refer to the various non-Australian operations of any Safe Financial Group Pty Ltd member or discussed in websites operated by any Safe Financial Group Pty Ltd member outside Australia and linked to the Safe Financial Group Pty Ltd website (the "International Sections") will be provided only to residents of the jurisdiction to which a particular International Section applies, and only to the extent that those products and services comply with the laws of that jurisdiction.

# **Warranties**

While we have made every effort to ensure that information is error-free, Safe Financial Group Pty Ltd does not warrant the accuracy, adequacy or completeness of Material on this website. All information is subject to change without notice. Safe Financial Group Pty Ltd recommends that you seek independent advice before acting upon Material on this website or Third Party Material. The Safe Financial Group Pty Ltd does not guarantee that the Safe Financial Group Pty Ltd website or Third Party Websites will be free from viruses or that access to the Safe Financial Group Pty Ltd website or Third Party Websites will be uninterrupted.

#### **Limitation of Liability**

Subject to any responsibilities implied by law and which cannot be excluded, no member of the Safe Financial Group is liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever arising out of or referable to Material on the Safe Financial Group website or to Third Party Material, whether in contract, tort including negligence, statute or otherwise.

Liability of any member of the Safe Financial Group 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 Safe Financial Group, to:

- · the supply of the goods or services again;
- the repair of the goods; or
- the payment of the cost of having the goods or services resupplied or repaired.

#### **Termination**

These Terms of Use (and the agreement constituted by your use of the information, graphics and materials on the Safe Financial Group website) and your access to the Safe Financial Group website may be terminated at any time by Safe Financial Group without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by the Safe Financial Group will survive termination; however, you will no longer be authorised to access the Safe Financial Group website.

#### **Jurisdiction**

Unless expressly agreed otherwise:

- the Australian section is provided for use only by Australian residents. The law applicable to use of the Australian section and to disputes arising out of the Australian section is the law
- each International Section is provided for use only by residents of the jurisdiction to which that International Section applies. The law applicable to the use of each International Section and to disputes arising out of the International Section is the law of Australia.

## **Copyright and Trademarks**

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### **Linking to Safe Financial Group Website**

Please contact Safe Financial Group if you would like to place a link to any part of the Safe Financial Group website.

#### **Acceptance and Changes to Terms of Use**

You acknowledge and accept that your use of the Safe Financial Group website indicates your acceptance of these Terms of Use and the Privacy and Security Statement.

These are the current Terms of Use. They replace any other Terms of Use for the Safe Financial Group website published on the Safe Financial Group website to date. Safe Financial Group may at any time vary the Terms of Use by publishing the varied Terms of Use on the Safe Financial Group website. You accept that by doing this, Safe Financial Group has provided you with sufficient notice of the variation.

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