

ThinkPrivate Operations Pty Ltd

User Terms and Conditions

ThinkPrivate Operations Pty Ltd (ACN 694 635 240) (referred to as *ThinkPrivate, we, our, us*) operates and controls this Website in accordance with these terms and conditions, including any variation, annexure or addendum to them (*Terms*).

By using the Website you agree to be bound by the Terms, as amended from time to time. If you disagree with these Terms, you must not use or seek to use the Website.

1. Our services

- 1.1. ThinkPrivate operates a technology platform (*the ThinkPrivate Platform*) that connects finance brokers with a panel of non-bank and private lenders using ThinkPrivate's proprietary loan-matching technology. The ThinkPrivate Platform is made available to users on the Website.
- 1.2. ThinkPrivate does not provide any financial product advice, credit assistance or other financial service within the meaning of the *Corporations Act 2001* (Cth) or the *National Consumer Credit Protection Act 2009* (**NCCP Act**). ThinkPrivate does not hold an Australian Financial Services Licence or Australian Credit Licence. Any loans arranged or offered through the ThinkPrivate Platform are strictly commercial loans that are not subject to the NCCP Act.
- 1.3. Our services, including but not limited to the loan search function on the Website are not available to individuals or strata corporations seeking finance. The finance facilities displayed on the ThinkPrivate Platform are only available for genuine business or commercial purposes.
- 1.4. If you apply to join the ThinkPrivate lender panel to receive submissions via the ThinkPrivate Platform, the terms of that engagement, including our fees, will be set out in a separate agreement between ThinkPrivate and you (*the Lender Agreement*).
- 1.5. If you apply to become a ThinkPrivate accredited broker to make submissions via the ThinkPrivate Platform, the terms of that engagement, including our fees (if applicable), will be set out in a separate agreement between ThinkPrivate and you (*the V3 Broker Agreement*).
- 1.6. If you are a broker and you wish to engage our related body corporate, ThinkPrivate Pty Ltd, to assist you to obtain commercial finance on behalf of your client, the terms of that engagement including applicable fees, will be set out in a separate agreement between ThinkPrivate Pty Ltd and you (*the V2 Broker Agreement*).

- 1.7. ThinkPrivate and its related bodies corporate (including ThinkPrivate Pty Ltd) may receive referral fees, commissions and other financial incentives from third parties in connection with providing services to you. For example, ThinkPrivate or its related bodies corporate may receive platform subscription fees, scenario fees, referral fees and/or commissions from lenders. ThinkPrivate and its related bodies corporate may also make payments to third parties from time to time, such as referral fees.
- 1.8. ThinkPrivate reserves the right to contact you directly, including for the purposes of taking appropriate steps to verify information provided by you via the Website, even if you are represented by a third party.
- 1.9. ThinkPrivate reserves the right to refuse to provide its services, including access to the Website and ThinkPrivate Platform, at any time without notice:
- (a) if required to comply with any applicable laws, statutes, ordinances, policies or regulations; or
 - (b) if you have acted in a way which has the potential to adversely affect ThinkPrivate's reputation, legitimate business interests or business standing or cause ThinkPrivate to suffer loss or damage;
 - (c) if we reasonably believe that you have breached or are likely to breach these Terms, the terms of other agreement(s) with us or our related bodies corporate or any applicable laws.
- 1.10. ThinkPrivate makes no guarantees in relation to finance application outcomes. Final approval depends on meeting lender criteria.

2. Website content

- 2.1. The content on the Website, including the ThinkPrivate Platform, is based on information obtained from sources believed to be reliable and accurate at the time of publication. Except as required by law, we do not make any representation or warranty:
- a) that the information provided to us or displayed on the Website is accurate, complete or up to date;
 - b) that the Website, including the ThinkPrivate Platform, including any algorithm, calculator or other component, will be error free. You acknowledge and agree that ThinkPrivate is not obliged to notify you of any malfunction on the Website, including the ThinkPrivate Platform, or otherwise;
 - c) in relation to the availability, quality or suitability of any lender or loan displayed on the Website; or

- d) the credit worthiness, good standing, fitness or compliance of lenders, borrowers or brokers that directly or indirectly utilise ThinkPrivate's services, or the likelihood of loan application approval.
- 2.2. Loan search results on the ThinkPrivate Platform will vary depending on the information provided by users. If you utilise the search function on the ThinkPrivate Platform, you acknowledge and agree that you are responsible for providing accurate data in the relevant data fields.
- 2.3. Opinions and search results expressed on the Website, including the ThinkPrivate Platform, are subject to change without notice.
- 2.4. ThinkPrivate does not rate or compare every loan or lender in the market and we may not compare all features relevant to borrowers.
- 2.5. Interest rates, fees and terms displayed on the Website are indicative only and can be subject to change without notice. These Terms do not bind ThinkPrivate as to the terms and conditions of any facility that a borrower may procure from lenders. Interest rates, fees and terms are subject to lender terms and criteria, including loan assessment, formal finance approval and property valuations.
- 2.6. ThinkPrivate makes no representation, guarantee or warranty that any loan procured from or offered by a lender will match the indicative interest rate or terms on the Website or be suitable to the borrower's needs. You must conduct your own inquiries, verification and assessment before deciding whether to engage in or refrain from engaging in any transaction, including any transactions in connection with a lender or loan displayed on our Website.
- 2.7. Nothing on the Website shall be construed as a solicitation to buy or sell any property, apply for or enter into any finance arrangement, or to otherwise engage in or refrain from engaging in any transaction.
- 2.8. Nothing on the Website is intended to be, or should be taken as, financial, real estate, legal, taxation or accounting advice or as credit assistance. Borrowers and guarantors in particular should seek their own independent professional advice.

3. Property data and third-party data

- 3.1. Some of the content displayed on the Website and the ThinkPrivate Platform, including property, planning, zoning, hazard and permit information (Property Data), is sourced from Landchecker Pty Ltd (the Data Provider) and, through the Data Provider, from Australian State, Territory and Commonwealth government bodies and other third-party licensors (together, the Data Suppliers). Your access to and use of the Property Data is subject to this clause.
- 3.2. You acknowledge and agree to the following in relation to the Property Data:

- a) Copyright in this data belongs to the Government supplier and the Government supplier does not accept any responsibility for the accuracy or completeness of the information or its suitability for any purpose.
 - b) The data may include data under Creative Commons public licence or open source and End Users agree to be bound by the terms and conditions of this Creative Commons Attribution 4.0 International Public License.
 - c) Copyright in Landchecker Data Vault products belongs to Landchecker. Landchecker permits the use of LDV by ThinkPrivate for Authorised Purposes and limits your use to use in connection with ThinkPrivate's products and services (including the preparation, provision, receipt and viewing of loan scenario summaries, whether by email or via lender-facing dashboards in connection with requests for indicative terms and loan applications) and prohibits you from further distributing or commercialising the data.
- 3.3. Without limiting clause 3.2, you must not, and must not permit any other person to:
- a) sell, assign, distribute, transfer, sub-license, reproduce, repackage or on-supply any Property Data in its raw or bulk form to any third party, or derive any revenue from the Property Data as such, other than using it for the permitted purposes described in clause 3.2;
 - b) use the Property Data to identify, or to produce any material that would enable another person to identify, any individual as presently holding or as having held an interest of any kind in land;
 - c) use or present the Property Data in any way that infers or suggests that it may be used, or is available, for direct marketing, telemarketing or promotional purposes, or use the Property Data for any of those purposes;
 - d) assemble, compile or create, or allow or cause another person to assemble, compile or create, any database, directory or similar compilation that reproduces or is derived from the Property Data other than as reasonably required for the permitted purposes described in clause 3.2;
 - e) use the Property Data in breach of the Copyright Act 1968 (Cth) or of any terms of the Data Suppliers notified to you by ThinkPrivate; or
 - f) remove, obscure or alter any attribution, disclaimer, copyright or other proprietary notice applying to the Property Data.
- 3.4. The Property Data is provided subject to the copyright and licence notices of the Data Suppliers. Those notices, including the applicable State, Territory, Creative Commons and imagery notices, are set out on ThinkPrivate's Data sources and attributions page at www.thinkprivate.com.au/data-sources (as updated from time to time), and you agree to comply with them. ThinkPrivate may update those notices, or require you to display or accept additional notices, where reasonably required by the Data Provider or a Data Supplier, and you must comply within 10 Business Days of being notified.
- 3.5. The Property Data is supplied by the Data Provider and the Data Suppliers without any warranty as to accuracy, completeness or currency. To the maximum extent permitted by law, ThinkPrivate, the Data Provider and the Data Suppliers do not accept any responsibility or liability for any error, omission or inaccuracy in the

Property Data, or for any use of or reliance on it. You must independently verify the Property Data before relying on it, and you rely on it at your own risk.

- 3.6. The Property Data is retrieved from the Data Provider at the time an address is searched and may then be retained and displayed in connection with a loan scenario. It reflects the records available at the time of retrieval and may not reflect the current state of any public register, planning scheme, planning permit or overlay. Where currency is material to a decision, you must obtain current information directly from the relevant authority. The Property Data is not, and must not be treated as, a title search, planning certificate, survey or valuation, or a substitute for searches, enquiries or professional advice. ThinkPrivate displays the Property Data as supplied to it, does not alter its substance, and is not able to correct records held by a Data Supplier.
- 3.7. You acknowledge that ThinkPrivate's ability to supply the Property Data depends on its arrangements with the Data Provider, and that ThinkPrivate may, without liability, modify, restrict, suspend or withdraw access to any Property Data where required by a Data Supplier or by law.
- 3.8. Street-level imagery, satellite imagery and location maps displayed alongside the Property Data are supplied by Google and are not part of the Property Data. That imagery and map content is subject to the Google Maps Platform Terms of Service and the Google Privacy Policy, may have been captured at an earlier date, and may not reflect the current condition, configuration or existence of any building or improvement. Google gives no warranty as to the accuracy or currency of imagery or map content. You must not extract, copy, redistribute or use that imagery separately from the ThinkPrivate Platform.

4. General Website Terms of Use

- 4.1. You will not, and you will not permit any other person to:
- (a) use or access the Website in a way that infringes our intellectual property rights or the intellectual property rights of any other person;
 - (b) use or access the Website in a way that breaches a term of an agreement between you and a third party;
 - (c) use any anonymous network or protocol to access the Website;
 - (d) use any method or process to consolidate or combine the Website with any other content, data, information, image or material;
 - (e) decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense or otherwise attempt to construct or identify the source code, content, formulas or processes used by the Website;
 - (f) do anything which will or may damage, disrupt access to or interfere with the proper operation of the Website for any period of time;
 - (g) knowingly introduce viruses, trojans, worms, bots, logic bombs or other malicious software to the Website;
 - (h) do anything which will or may place an unreasonable load on the infrastructure of the Website;

- (i) post, distribute or send any 'spamming' material or any other form of bulk communication on or via the Website;
- (j) use the Website to transmit any material which contains viruses or other computer codes designed to interrupt, limit or destroy the efficient operation of the Website;
- (k) impersonate any person or entity;
- (l) use the Website for any unlawful purpose;
- (m) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction or data harvesting) on, or in relation to, the Website;
- (n) otherwise use the Website for any purpose that may harm ThinkPrivate's reputation or the reputation of its related entities;
- (o) act upon a communication or notice if you are uncertain or suspicious about its authenticity.

4.2. We reserve the right to investigate complaints or reported violations of the Terms and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

5. User Representations

5.1. You represent and warrant that:

- (a) you will use the Website in accordance with these Terms;
- (b) if you are an individual, you are 18 years or older and capable of entering into a legally binding agreement;
- (c) if you are a corporation, you are duly constituted and registered and possess the requisite power to enter into these Terms, and any individual entering into these Terms on your behalf is authorised to do so;
- (d) you are not using an anonymous network to access the Website;
- (e) you will not allow another person to access your user profile or account, and you will not share your login or password details;
- (f) you will immediately notify us if your password, login details or user profile has been the subject of a scam, hacked or otherwise compromised;
- (g) all information you have provided to us is correct, current and complete at the date provided, and you will promptly notify us of any error or changes to such information;
- (h) you will disclose any matters to us that may affect the operation of these Terms, or your ability to comply with them;
- (i) you have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation anti-money laundering and counter-terrorism financing laws and any relevant data protection or privacy laws);

- (j) your use of the Website does not infringe the rights of any third party or breach any applicable law;
- (k) you have regular access to the internet and consent to us providing you any information, including notice, via the Website. We may also contact you at the email address that you have provided to us. It is your responsibility to ensure that your contact details are current and up to date at all times, and to check for communications and information from us.

6. No Guarantee

- 6.1. We take reasonable steps to ensure we can deliver the Website effectively, reliably and securely. However, we do not warrant, guarantee or represent that:
- (a) the Website will be uninterrupted, timely, reliable, secure, error-free or is free of any virus, worm, trojan horse or other harmful component;
 - (b) there will be operational stability, availability or continuation of the Website;
 - (c) the Website is safe from hacking;
 - (d) your use of the Website will not infringe the rights of any third party.
- 6.2. In addition, the Website may be suspended or discontinued in our sole discretion, and may be inaccessible at times due to:
- (a) down-time and/or maintenance of the Website by us or by third party service providers;
 - (b) outages to the internet, networks or servers;
 - (c) equipment failure, including the failure of third-party systems; or
 - (d) other events outside of our control.

7. Access and Security

- 7.1. To the extent permitted by law, we will not be liable in the event that the Website is unavailable to you for any reason.
- 7.2. We reserve the right at any time to deny or terminate all or part of your access to the Website where in our opinion, there are concerns regarding unreasonable use, security or unauthorised access or where you have breached any of these Terms.

8. Intellectual Property Rights

- 8.1. You acknowledge that ThinkPrivate and its related bodies corporate are the owners and/or authorised users of all trademarks, service marks, design marks, patents, copyrights, database rights and all other intellectual property appearing on or contained within the Website, including the ThinkPrivate Platform, unless otherwise indicated or agreed. All information, text, material, graphics, software and advertisements on the Website are our copyright and that of our suppliers and licensors unless expressly indicated otherwise by us.

- 8.2. Except as provided in the Terms, use of the Website does not grant you any right, title, interest or license to any such intellectual property you may access on the Website. We own the rights, or have permission to use, the trademarks listed on our Website.
- 8.3. We may authorise you to disseminate content from our Website if you contact us and we agree in writing.
- 8.4. You agree to grant ThinkPrivate a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable right to exercise the copyright, publicity, and database rights (but no other rights) you have in your information which we hold, in any media so that ThinkPrivate and its related bodies corporate may adequately provide services to you.

9. Can you link to our Website?

- 9.1. You are welcome to link to our Website as long as you observe the following conditions:
- (a) you present the links in a way which fairly and accurately represents us. The link(s) must not cause us embarrassment or misrepresent the scope of our services. In particular, links must not be presented in a way that suggests that we are able to provide services in relation to loans that are subject to the NCCP Act;
 - (b) the context of the link must not suggest that we endorse you in any way, or have any connection with your site; and
 - (c) the context of the link must not suggest that we have created any of your content.

10. Use of contact details

- 10.1. The publication on our Website of any person's contact details does not constitute implied or express consent by us or the person to receive unsolicited commercial electronic messages or spam.

11. Disclaimer and limitation of liability

- 11.1. Except as otherwise provided for in these Terms and as required by law, ThinkPrivate is not liable for any loss or damage incurred by you in connection with:
- a) the suspension, discontinuation, malfunction, error, down-time, maintenance, service outage or failure of the Website, including the ThinkPrivate Platform or any algorithms, calculators or other components of the ThinkPrivate Platform; or
 - b) any acts, omissions or representations of lenders, brokers, guarantors, brokers or their representatives, including but not limited to the provision of misleading or inaccurate information in connection with a loan.

- 11.2. We are not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software.
- 11.3. We are not liable for any breach of these Terms where the breach is due to acts, events omissions or accidents beyond our control, including any abnormal and unforeseeable or regulatory circumstances beyond our control, or where the breach is due to legal requirements.
- 11.4. The Website may contain advertisements and hyperlinks to other websites (*Linked Websites*). Those links do not form part of the Website and we are not responsible for the content or practices associated with Linked Websites. We make no warranty as to the accuracy or reliability of the information contained on any Linked Websites, and we are not liable to you for any loss or damage caused by use of the Linked Websites.
- 11.5. The limitation of liability in these Terms is subject to any obligations that we have under applicable law and regulation which by law we cannot exclude. This includes the consumer guarantees set out in the Australian Consumer Law.

12. Indemnification

- 12.1. You indemnify ThinkPrivate and each of its directors, officers, shareholders, advisers, consultants, agents, employees and contractors (each an *Indemnatee*) against all liabilities, claims, losses and expenses (*Losses*) which may be incurred or suffered by the Indemnitees directly or indirectly arising out of your breach of these Terms and any negligence, fraud or wilful default in connection with these Terms. Losses may include consequential losses and any legal fees incurred in defending or responding to Losses. This indemnity will not apply to the extent that Losses were incurred or suffered by an Indemnatee due to the fraud or wilful default of ThinkPrivate.
- 12.2. We are not required to seek recovery or enforce any right against any other person or incur expense, loss, or damage or make any payment before enforcing a right of indemnity conferred by these Terms.
- 12.3. The indemnity referred to in clause 12.1 survives the expiration or termination of these Terms.

13. Confidentiality and Privacy

- 13.1. In the course of your use of the Website, you may be asked to provide personal information to us (*User Information*).

- 13.2. We will collect, use and store your personal information in accordance with our Privacy Policy and Collection Statement (as varied from time to time) found [here](#).
- 13.3. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information that you provide to us.
- 13.4. You must comply with the *Privacy Act 1988* and all other applicable privacy laws in connection with your use of the Website, including the ThinkPrivate Platform. Before sharing personal information with us, you must obtain consent from the relevant individual.

14. Variation

- 14.1. Unless stated otherwise in the Terms, we may vary these Terms by providing 7 days advance notice via the Website, or by any other means, at any time.
- 14.2. You will be taken to have accepted any changes to the Terms by continuing to use the Website 7 days after that notice is provided.
- 14.3. You acknowledge that we may vary these Terms immediately without advance notice, in order to protect the security or integrity of the Website or to comply with law or regulation or to manage a technical or system fault or error.

15. Miscellaneous

- 15.1. We may assign all or part of these Terms without your consent and without notice to you. You may not assign your rights under these Terms with you without our consent.
- 15.2. These Terms are governed by the laws of New South Wales, Australia. You and we submit to the non-exclusive jurisdiction of the courts of New South Wales for resolution of disputes arising in relation to these Terms.
- 15.3. If any provision of these Terms becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the remainder of these Terms will not be affected.

16. Contacting Us

- 16.1. If you have any feedback, questions, or complaints, contact us through the Website, by emailing info@thinkprivate.com.au or by telephoning +61 2 9466 5391.

- 16.2. When you contact us, please provide us with your name, address, and any other information we may need to identify and contact you, and the issue(s) on which you have feedback, questions, or complaints.