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🌐 <https://www.fintecplus.com/>

FINTEC PLUS WEBSITE TERMS AND CONDITIONS

INTRODUCTION

The terms of use of Fintec Plus Pty Ltd's website include these Terms and Conditions ("Terms") and our Privacy Policy, and any other terms and conditions issued by Fintec Plus Pty Ltd ("Fintec", "we" or "us") in connection with our website.

These Terms control the relationship between Fintec and you ("you" or the "User"). They do not create any third-party beneficiary rights.

By using our Services, you are agreeing to these Terms. Please read them carefully.

1. TERMS

- (a) Fintec grants the User a non-exclusive, non-transferable, limited permission to access and display the webpages within this website as a customer or potential customer of Fintec provided the User comply with these Terms, and all copyright, trademark, and other proprietary notices remain intact.
- (b) The User may not mirror any of the content from this website on another website or in any other media. Any software and other material that are made available for downloading, access, or other use from this website with their own license terms will be governed by such terms, conditions, and notices. The User's failure to comply with such terms or any of the terms on this website will result in automatic termination of any rights granted to the User, without prior notice, and the User must immediately destroy all copies of downloaded materials in the User's possession, custody or control.
- (c) The User must not attempt to change, add, remove, deface, hack or otherwise interfere with this website or any material or content displayed on Fintec's website.
- (d) The User must not impersonate or misrepresent their affiliation with any person or entity.
- (e) The User may use our Services only as permitted by law. We may suspend or stop providing our Services to the User if the User does not comply with our terms or policies or if we are investigating suspected misconduct.
- (f) Using our Services does not give the User ownership of any intellectual property rights in our Services or the content you access.
- (g) The User may not use content from our Services unless the User obtains permission from its owner or are otherwise permitted by law. These Terms do not grant the User the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.
- (h) In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.
- (i) Although Fintec are not obligated to monitor access to or use of the Services or content or to review or edit any content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

2. DISCLAIMER

- (a) Whilst Fintec endeavours to take reasonable care in preparing and maintaining the information on this website, we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and

typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

- (b) The User must confirm they are using up-to-date pages on this website, and confirm the accuracy and completeness of information before using it to make decisions relating to services, products, or other material described on this website.
- (c) To the extent permitted by law, Fintec disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.
- (d) Fintec does not guarantee that access to the Fintec website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the Fintec website or any data on such a computer.
- (e) If any term in this Term of Use is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Term of Use will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Term of Use.

3. USER REPRESENTATIONS

The User hereby represents, warrants and covenants as follows:

- (a) The User has read, understands and agrees to be bound by these Terms.
- (b) The User must use the services and software responsibly. The User's access to and use of the website will be in accordance with these Terms as well as all applicable federal, state, and local laws, regulations, and treaties.

4. INTELLECTUAL PROPERTY RIGHTS

All content and functionality, including all information, text, images, graphic, software and advertisements (collectively referred to as "material") contained in the website are protected by Australian law, including copyright and trademark laws, and all rights are reserved. Except where expressly stated all material on the website are presented for the User's information only, and the User is not permitted to download or reproduce any material except when reasonably necessary to access and/or use the website.

5. CONFIDENTIALITY AND SECURITY

- (a) The User is responsible for maintaining the confidentiality and security of any and all account names, User IDs, and any other security feature that the User uses to access the website.
- (b) Fintec shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect the User's computer or other equipment, or any phishing, spoofing, or other attack.

6. RETURN AND REFUND POLICY

- (a) All sales are final. Prices for the software may change at any time, and Fintec does not provide price protection or refunds in the event of a price reduction, promotional offering or if the User changes their mind.
- (b) If the website becomes unavailable following a transaction but prior to initial download, the User's sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of any software, the User's exclusive and sole remedy is a refund of the price paid, as determined by Fintec.

7. WARRANTIES

- (a) The services provided by Fintec are "AS IS". To the maximum extent permitted by law, Fintec disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Fintec makes no commitments about the content on the website.
- (b) Fintec further disclaims any warrant that:
 - i. The services or software will meet the User's requirements or will be constantly available,

- uninterrupted, timely, secure or error-free;
- ii. The results obtained from the use of the services or software will be effective, accurate, or reliable;
- iii. The quality of the services or software will meet the User's expectations; or
- iv. Any errors or defects in the services or software will be corrected.

8. BUSINESS USE OF OUR SERVICES

If you are using our Services on behalf of a business, that business accepts these Terms. It will hold harmless and indemnify Fintec and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

9. THIRD PARTY WEBSITES

Fintec's Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, Fintec does not control, endorse, sponsor or approve any such third-party websites or their content nor does Fintec provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

10. MODIFICATION OF THE TERMS

We may modify these Terms or any additional terms that apply to the website to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these Terms on this page.

Changes will not apply retroactively, however, any changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for a Service, you should discontinue your use of that Service.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FINTEC BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEBSITE OR ANY USE OF THIS WEBSITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEBSITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF FINTEC IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

12. INDEMNIFICATION

The User shall indemnify, protect and hold harmless Fintec and its affiliates, including its subsidiaries and affiliates and their respective officers, members, directors, employees, agents, designees, vendors, information providers, independent contractors and subcontractors from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs and expenses (including reasonable attorney's fees) resulting from or arising out of any act or omission by the User, including its Users, in connection with usage of the website, services or software (other than through the negligence or wilful or wanton misconduct of Fintec).

13. NO WAIVER

No failure by Fintec to give notice of any breach of these Terms or take any other action shall be deemed as a waiver to enforce any rights we may have.

14. SEVERABILITY

If any provision of the Terms (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of the Terms of Use shall not in any way be affected or impaired thereby.

15. GOVERNING LAW

This Agreement is governed by and is to be interpreted in accordance with the laws of New South Wales, Australia. The User and Fintec irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.

16. CONTACT INFORMATION

(a) To contact support:

- i. Email: service@fintecplus.com
- ii. Phone: (02) 9460 8868
- iii. Address: Level 1, 146 Arthur Street, North Sydney NSW 2060.

(b) Provide all relevant information, including Transaction IDs of any related payments. Although Fintec make no representation or provide no warranties about the speed of response, Fintec will get back to the User as soon as possible.