

### WEBSITE TERMS OF USE

# 1. GENERAL TERMS & CONDITIONS FOR ALL USERS

- 1.1 This website is owned by Lumi Financial Management Pty Limited ABN 79 627 897 643 ("Lumi Funding") under the domain name "www.lumi.com.au" ("this website"). This website is operated by Lumi Funding.
- 1.2 Your use of and access to this website is subject to these terms and conditions; the Lumi Funding Privacy Policy; notices; disclaimers; any other terms and conditions or; other statements contained on this website (referred to collectively as "Terms of Use"). If you use any of the services identified on this website for which additional or alternative terms and conditions are referred to, you are bound by those additional terms and conditions for those other services. By accessing, viewing or otherwise using this website, you agree to be subject to these Terms of Use. If you do not agree with these Terms of Use you are not authorized to use this website.

#### 2. PRIVACY POLICIES

2.1 Lumi Funding has adopted a Privacy Policy that you should refer to in order to fully understand how we use and collect information. The Privacy Policy can be accessed at <a href="https://www.lumi.com.au/privacy\_policy">www.lumi.com.au/privacy\_policy</a>.

# 3. ACCEPTANCE AND CHANGES TO TERMS OF USE

- 3.1 Lumi Funding may, at its sole discretion, vary or modify its Terms of Use without notice to you. Any subsequent access to, or use of the website by you will constitute an acceptance of those modifications.
- 3.2 The current version of the Terms of Use will be posted on this website and will cancel and replace any previous version/s. By doing this, Lumi Funding has provided you with sufficient notice of any variation or replacement insofar as it may be required.
- 3.3 You agree that, where Lumi Funding is required, by law or otherwise, to provide you with any notice or document, you consent to the provision of that notice or document electronically through the links on this website.

# 4. RESTRICTIONS ON YOUR USE OF THIS WEB-SITE

- 4.1 You agree not to use this website to post, e-mail, upload or otherwise transmit any:
- (a) Information or material of whatever kind or form that:
  - is unlawful, discriminatory, harmful, abusive.
  - threatening, harassing, defamatory, offensive or;

- infringes the rights of any person (including but not limited to privacy rights and intellectual property rights);
- contains software viruses or any other malware; or
- designed to damage, destroy, interrupt or limit the function of any computer software, hardware or system; and
- (b) unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", " or any other form of solicitation.
- 4.2 As a condition of your use of this website, you acknowledge and agree that you will not:
- (a) use, sublicense, retrieve, publish, display, modify, copy, sell, distribute, transmit, download or create extracts of, or plagiarize works from, this website (except where necessary to access or view the website content on your browser or as otherwise permitted by applicable copyright legislation), without Lumi Funding's prior specific written permission;
- (b) impersonate any person or entity (including, but not limited to an authorized Lumi Funding employee or agent);
- (c) interfere with, damage, disable, otherwise disrupt this website, or the infrastructure used by this website;
- (d) use this website for any purpose that is unlawful or prohibited by these Terms of Use;
- (e) intimidate, harass or "stalk" any person or internet user:
- (f) obtain or attempt to obtain any website content through any means not intentionally made available or provided through this website;
- (g) use any robot, spider, other automatic device, or manual process to monitor or copy web pages from this website
- 4.3 If you create a link to this website, you remain fully responsible for any consequences of that link, whether direct or indirect and you will

protect Lumi Funding against all loss, damage, liability, cost or expense arising from or in connection with the link.

#### 5. SECURITY

- 5.1 If Lumi Funding permits you to create an account on this website, this is for your personal use and is non-transferable. You agree to provide current and accurate information about yourself (and/or the entity you represent) as requested on this web-site and to update this information to maintain its accuracy without delay. Lumi Funding may suspend or terminate your registration and your use of this website if they suspect that such information is incomplete or inaccurate.
- 5.2 You must not authorise or permit any other person to use your account. Your password and other account or identity information must be protected and kept confidential. If there is any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of your password, you are to notify us immediately. You are responsible for third parties who use your account or identity.

#### 6. LIMITATION OF LIABILITY

6.1 Subject to any responsibilities implied by law and which cannot be excluded, neither Lumi Funding nor any of their directors, employees and associates guarantees the security of this website, gives any warranty of reliability or accuracy nor accepts any responsibility arising in any other way including by reason of negligence for, errors in, or omissions from, the information on this website and does not accept any liability for any loss, damage or expense, however caused or arising, whether direct, indirect and whether present, unascertained, future or contingent, suffered by you or any third party, arising from or in connection with any person relying on any information on the website, any information on the website being inaccessible, incorrect, incomplete or out-ofdate, any person being unable to access this website, or the website being interrupted, or any loss or corruption of data.

#### 7. WARRANTIES

7.1 While we have made every effort to ensure that information is free from error, to the maximum extent Lumi Funding has not verified the information, which may not be complete or accurate for your purposes. It is general information only and should not be considered as a comprehensive statement on any matter and should not be relied upon as such.

7.2 In preparing the information contained on this website, Lumi Funding has not taken into account your objectives, financial situation or needs. Before acting upon material on this website or third party material you should consider (with or without the assistance of an adviser) whether the information in this website is appropriate to you in light of your particular objectives, financial situation and needs. You use any information at your own risk.

To the maximum extent permitted by law, Lumi Funding makes no representation or warranty of any kind, including (without limitation) that:

- (a) the website is complete, accurate, reliable, up-todate and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) the website will be secure.

You use the website at your own risk.

#### 8. THIRD PARTY WEBSITES

- 8.1 The Lumi Funding website may contain links to other websites operated by third parties ("Third Party Websites"). Should you leave this site via a link contained within this website, and view content that is not provided by Lumi Funding:
- (a) you do so at your own risk. The content to which you link will not have been produced, checked for accuracy, or otherwise reviewed by Lumi Funding. Lumi Funding does not accept any liability for damages or losses caused by any delays, defects or omissions that may exist in the services, information or other content provided in such site, whether actual, alleged, consequential or otherwise. Lumi Funding does not make any guarantees or representations as to, and shall have no liability for, any

permitted by law, Lumi Funding makes no representation or warranty of any kind as to the accuracy or completeness of the information. The information is selective and

electronic content delivered by any third party;

(b) links to other websites are provided for your convenience only and do not imply or represent that Lumi Funding endorses or is in any way affiliated with the Third Party Website or operator.

#### 9. LUMI FUNDING PRODUCTS AND SERVICES

9.1 Products and services displayed or offered on this website may contain general information about Lumi Funding's products and services.

Unless expressly stated otherwise, this information:

- (a) does not constitute an offer or inducement to enter into a legally binding contract; and
- (b) does not form part of the terms and conditions for Lumi Funding products and services

#### 10. COPYRIGHT AND TRADEMARK

- 10.1 Copyright in the material on this website is owned or licensed by Lumi Funding. You may use this information for your own personal reference only. You may reproduce this information in hard copy solely for your personal use. The information may not otherwise be reproduced and must not be distributed or transmitted to any other person or incorporated in any way into another document or other material.
- 10.2 All trademarks, logos, the website content (including the structure and layout of this website) and software used on this website are our intellectual property or that of our partners or affiliates. We grant you a non-exclusive, non-transferable, limited right to access and use this website, view the website content on your screen and print copies of such website content, solely for your personal, non-commercial use, and provided that you comply fully with these Terms of Use.

#### 11. JURISDICTION

11.1 Unless otherwise stated expressly, these Terms of Use are governed by and are to be construed according to the laws applicable in the State of New South Wales and the Commonwealth of Australia.

#### 12. INDEMNITY

12.1 You agree to indemnify Lumi Funding and keep it indemnified, and hold Lumi Funding harmless against any loss, damage or expense suffered or incurred by Lumi Funding, arising from or in connection with all actions, claims, costs, demands, damages or liability arising from or in connection with any breach by you of the Terms of Use or any applicable laws by you.

#### 13. MODIFICATIONS TO THIS WEBSITE

13.1 Lumi Funding may at any time modify, discontinue, temporarily suspend or permanently remove this website or the website content (or any part thereof), or your access to this website, with or without notice. You agree that Lumi Funding will not be liable to you or any third party for any modification, suspension or discontinuance under this clause.

#### 14. TERMINATION

14.1 You acknowledge and agree that these Terms of Use and your access to this website may be terminated at any time by Lumi Funding without notice. All clauses in these Terms of Use which are stated or intended to continue after termination will continue to apply, however, you will no longer be authorised to access the Lumi Funding website.

#### 15. SEVERANCE

15.1 If a provision of these Terms of Use is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms of Use without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms of Use.

### OUR CUSTOMER SUCCESS TEAM IS STANDING BY FOR FURTHER ASSISTANCE

Phone: 1300 00 LUMI E-mail: <u>info@lumi.com.au</u>