

MediPay website terms and conditions as at December 2019

1. Introduction

- 1.1 In this document, 'MediPay' 'we', 'us' and 'our' are references to MediPay Holdings Pty Ltd and Medipay Financial Services Pty Ltd. MediPay is a credit provider and a holder of Australian Credit Licence number 474336. Medipay Financial Services Pty Ltd is a credit representative of Medipay Holdings Pty Ltd
- 1.2 These terms and conditions apply to this website and any other websites (including any microsites and mobile websites) (**Website**) operated by or on behalf of MediPay.
- 1.3 You are responsible for all of your activity in connection with accessing and using the Website.
- 1.4 By using the Website, you agree to how we operate as set out here and accept these terms and conditions, our Privacy and Credit Reporting Policy, disclaimers and any other terms and conditions on the Website. We can amend or vary these at any time for legitimate business, or legal or regulatory compliance reasons. We will not notify the variation to you if it is a minor change, required by law, or necessitated by an immediate need to restore or maintain the security of the Website. We will give advance notification via the Website of any amendments that may cause you detriment. In either case, any subsequent use by you of the Website will constitute an acceptance of any such changes.
- 1.5 If you use any of the services referred to or identified on the Website for which additional or alternative terms and conditions are applicable, your use of the Website is subject to those additional terms and conditions for those other services. If you disagree, you must not use the Website. You may terminate your use of the Website pursuant to these terms and conditions at any time, but only subject to the additional terms and conditions for other services that we provide to you. The additional terms and conditions will take precedence.
- 1.6 We may terminate your access to the Website without notice if you commit a material breach of these terms and conditions that is, in our opinion (acting reasonably), incapable of rectification.
- 1.7 We reserve the right to change or discontinue any feature on the Website, the availability of the Website and any software required to access it at any time for legitimate business, or legal or regulatory compliance reasons.
- 1.8 In the case of any material or persistent breach of the terms and conditions governing the grant of the licence to you to use the Website, and acceptable/unacceptable use of the Website, we, acting reasonably, reserve the right to seek all remedies available at law or in equity.

2. User name and password

- 2.1 We may issue you with a user name and password in order to access some parts of the

Website, and you are responsible for maintaining the confidentiality and security of your user name and password at all times.

- 2.2 You must notify us in the event that you are aware, or have reason to believe, that your password has been misused or that a breach of a security measure in respect of any account has occurred.

3. General information

- 3.1 The Website is intended for use within Australia. Any information and offers on the Website are only valid for Australian residents unless otherwise stated.
- 3.2 The information on the Website is given in good faith and is of a general nature (for example, regarding our products and services) and does not comprise professional advice or product recommendation. In preparing the information on the Website (including any information which you may obtain by using any online tool, such as calculators), we have not taken into consideration your objectives, financial situation or needs.
- 3.3 Within the information on any secured parts of the Website (that is, after you have signed in with a username and/or password or via other forms of authentication), we may provide information in response to your stated needs, however, we do not provide personal financial advice. Therefore, before making any financial decision in relation to borrowing, please seek your own professional financial, taxation and/or legal advice. You must make your own assessment as to the appropriateness for you of any information provided on the Website and in disclosure documents, regarding the particular transaction you enter, having regard to your personal circumstances and objectives, financial situation and needs.
- 3.4 Unless otherwise stated, any quote that you may obtain on the Website is for illustrative purposes only. Any estimated interest rate, repayments and similar amounts are exactly that – an estimate only. Any actual interest rate, repayments and similar amounts will depend on the credit assessment conducted on your application. In all cases, terms, conditions, fees and charges will apply and you must refer to the disclosure documents and terms and conditions in respect of any transaction you enter.
- 3.5 You must not construe anything on this Website as an offer from us to sell any products or services to you, or as any advice or recommendation with respect to any products or services we may provide to you.
- 3.6 All products and services offered by Medipay are subject to completion (in the manner required) of the requisite application form and other documentation and are governed by the relevant terms and conditions for that particular product or service. We reserve the right to reject in our absolute discretion any application submitted for products or services contained on this Website.

4. Online applications

- 4.1 We may provide you with an online application form. All applications are subject to normal approval and eligibility criteria.
- 4.2 If you start but do not finish an online application, we might use the details you provide to get in touch with you, or to offer help finishing the application if needed.
- 4.3 You can also save online applications, so you can complete and submit the applications at a later time. If you suspend or save your application, the information that you have entered will be retained in our systems so that you may recover the information when you resume your application. Online applications that have been suspended or saved may be viewed by us.

5. Licence to use website

- 5.1 Unless otherwise stated, we own the intellectual property rights in the Website and material on the Website. All our rights are reserved. You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to any restrictions set out below and elsewhere in these terms and conditions.
- 5.2 You must not use or duplicate the Website, or material on the Website for any other purpose without our express written consent.
- 5.3 All names, logos and trade marks on the Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

6. Acceptable use

- 6.1 You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 6.2 You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus or any other malware. You must not conduct any systematic or automated data collection activities of any type on or in relation to the Website without our express written consent.
- 6.3 You must not bypass any security mechanisms imposed by the Website, or tamper with, hinder the operation of or make unauthorised access or modifications to the Website.
- 6.4 You agree to indemnify us and keep us indemnified against all actions, claims, costs, demands, damages (including legal costs on a full indemnity basis) or liability incurred or arising relating to your use of or inability to use the Website, your use of any information contained in it, and/or liability arising in any manner from a breach by you of these terms and conditions, except to the extent that any actions, claims, costs,

demands, damages or liability is caused by the negligence, fraud or dishonesty of MediPay or our agents.

6.5 These terms and conditions do not exclude, restrict or modify the provisions, available rights or remedies, or our liability under the Australian Consumer Law or any other applicable laws, where doing so would contravene the applicable laws or make any part of these terms and conditions void.

7. No warranties

7.1 We use reasonable efforts to maintain the Website. However, the Website is provided 'as is' and 'as available'.

7.2 We do not:

- (a) guarantee the security of the Website or the security of any information that you transmit using the Website, that the Website will be free from viruses, or that access to the Website will be uninterrupted;
- (b) give any warranties or representations on the quality, accuracy, currency or completeness of the information on the Website;
- (c) in the absence of our fraud or dishonesty, accept any liability arising in any way including by reason of negligence for, errors in, or omissions from, the information on the Website; and
- (d) subject to the terms of any additional services contracts to which you and we are a party, and in the absence of our fraud or dishonesty, accept any liability for any loss or damage (including but not limited to incidental, direct, indirect, special, punitive or consequential), however caused, as a result of any person relying on any information on the Website or being unable to access the Website (subject to any relevant contrary provisions in any applicable laws).

7.3 All warranties and conditions (whether express or implied) are excluded to the extent permitted by law.

7.4 Use of the content on the Website and any use of the Website is at the user's sole risk. For example, we do not guarantee that the provision of the Website will be continuous or fault free, as you may not always be able to access the Website as a result of scheduled or unscheduled maintenance, or for other reasons. You should consider this in situations that are time-sensitive such as when you need to provide us with information by a particular date and time.

8. Third party websites and third party content

8.1 The Website may contain links to, or display content from, third parties (**Other Content**) which we provide for your convenience.

8.2 We do not operate or control third party websites and we do not endorse or approve any Other Content; we make no warranties or representations regarding their quality, accuracy or completeness. Accessing these links and the use of these Other Content are solely at your own risk; we accept no responsibility and will not be liable for any loss or

damage whatsoever suffered as a result of you doing so.

8.3 Third party websites will each have their own privacy policy. Please ensure that you have read and fully understand their privacy policy prior to using their site.

8.4 Please also see below under 'Data collection, cookies in general, targeting, and remarketing' that has information on third parties.

9. Limitation of liability

9.1 If you have rights in relation to the supply of services that cannot lawfully be excluded, to the extent permitted by law, our liability in respect of any such right is limited to the lesser of:

- (a) the supply of the services again; or
- (b) the payment of the cost of having them supplied again.

9.2 If you have rights in relation to any information used by you as a consequence of your use of the Website that cannot lawfully be excluded, to the extent permitted by law, our liability in respect of any such right is limited to the lesser of:

- (a) the price paid by you for that information; or
- (b) a maximum of A\$1,000

10. Law and jurisdiction

10.1 Use of the Website and these terms and conditions are governed and interpreted in accordance with the laws of New South Wales, Australia.

10.2 The parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia for determining any dispute concerning these terms and conditions.

11. Privacy

11.1 We are committed to protecting your privacy. Please see our Privacy and Credit Reporting Policy (<https://medipay.com.au/privacy-credit-reporting-policy/>) which explains how your personal information will be treated, including when you access and interact with the Website.

11.2 Please also see below under 'Data collection, cookies in general, targeting, and remarketing' and 'Data collection by conversion tracking'.

11.3 Our privacy policy may change from time to time (and so may these terms and conditions (as explained above)).

12. Data collection, cookies in general, targeting, remarketing and tracking

12.1 We generally utilise the following third party tools for storage, tracking and hosting data which is captured through our Website: Facebook pixel tracking; Facebook

custom audiences; Trustpilot; Google Tag Manager; Google Analytics; Google Ads; Amazon Web Services; Formstack; and ActiveCampaign.

- 12.2 When accessing the Website, we use 'cookies' (a small text file sent by your computer each time you visit our websites, unique to your MediPay account or your browser) to make it easier for you to use the Website, or so we can record data relating to the pages you viewed and activities you carried out during your visit. We may use this information to improve your experience with us.
- 12.3 When you visit the Website to read, browse, submit or download information, our system will record/log information such as your Internet protocol address (or 'IP address'), date and time of your visit to the Website, the pages viewed and how you navigate the Website, and any information downloaded. We may automatically collect non-personal information about you such as the site from which you linked to the Websites. In some cases, we may also collect your personal information through the use of cookies.
- 12.4 You can configure your browser to refuse cookies or delete existing cookies. Rejecting cookies may have the effect of limiting access to or functionality of parts of the Website.
- 12.5 Where you access third party websites via a link from the Website, we may also collect or have access to that information as part of our arrangements with those third parties.
- 12.6 We may advertise on other websites you visit and we may collect information from these sites on your browser type, the date and time of your visit and the performance of their marketing efforts.
- 12.7 When you access the Website after viewing one of our advertisements on another website, the advertising company may collect information on how you utilise the Website (e.g. which pages you view) and whether you commenced or completed an online application.
- 12.8 We may use cookie information to display targeted advertisements or content on the Website, and also on third party networks and websites. We may use remarketing tools to tailor our marketing to (for example) better suit your needs and only display advertisements that are relevant to you.
- 12.9 We may also use cookies for purposes such as site usage analytics, auditing and reporting, as well as content and 'advertising/marketing personalisation'. We may share any data collected from cookies with third parties to provide you with relevant advertising when browsing third party websites.
- 12.10 Our Website may also use a cookie to measure advertising performance if we have opted in to conversion tracking on search and advertising service provider websites. By way of example, the conversion tracking cookie is set when a user clicks on an ad delivered by Google where we have opted in to tracking. Generally, these cookies

expire within 30 days and are not personally identifiable.

12.11 We use the information collected to provide aggregate conversion statistics. We are able to see the total number of users who have clicked on our ad and proceeded to a page tagged with a conversion tracking tag, but do not have access to personally identifying information. If you want to disable conversion tracking cookies, you can set your browser to disable cookies, as mentioned above.

13. Provision of documents electronically

13.1 Where we are required or permitted (by law or otherwise) to provide you with a document, you consent to the provision of that document electronically through the links on the Website.

13.2 For future reference, you must ensure you have facilities that enable you to readily print such documents retrieved from the Website, or to store such documents electronically.

14. Severability

If a court of any other tribunal or authority finds any of these terms and conditions to be void or unenforceable, the remaining terms and conditions continue to apply.

15. Further information

We have taken all reasonable care in compiling the content of the Website, but we cannot guarantee that it would contain all the information you need to answer all your questions. For information and assistance, please contact us by calling 1800 810 950, using live chat on our website, or filling in a contact form located on our website <https://medipay.com.au/get-in-touch/>. All product related information is subject to change at any time without notice.