

Bundll – Website Terms of Use

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In addition to the terms in this document, there may also be specific terms governing your use of, and access to, certain sections of the bundll Website. Those specific terms also form part of these Website Terms of Use and you will be bound by them. You should review them wherever they are accessible by you on the bundll Website.

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All offers 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 bundll Website, such offers, and statements are made by FlexiCards on behalf of the Third-Party Website operator. FlexiCards expressly disclaims acting in any other respect on behalf of Third-Party Website operators.

Subject to any rights at law which cannot be excluded, FlexiCards makes no warranties or representations:

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Material on the bundll Website may contain general information about FlexiCards products and services. Unless expressly stated otherwise, this information:

- does not constitute an offer or inducement to enter into a legally binding contract;
- does not form part of the terms and conditions for FlexiCards products and services; and
- is not intended to be financial advice and does not take into account any user's objectives, financial situation or needs.

All information is subject to change without notice. FlexiCards recommends that you seek independent advice before acting upon Material on this website or Third-Party Material. For further information about a particular product or service please contact FlexiCards on 1300 858 608.

All applications are subject to FlexiCards' normal credit approval criteria.

Unless expressly agreed otherwise, products and services referred to on the bundll Website will be provided only to Australian and New Zealand citizens and permanent residents. These products and services are generally not available to non-Australian residents because they have to comply with Australian laws.

Warranties

While we have made every effort to ensure that information is free from error, FlexiCards does not warrant the accuracy, adequacy, suitability or completeness of Material on the bundll Website. Use of the bundll Website is at your own risk. FlexiCards does not guarantee that the bundll Website or Third Party Websites will be free from viruses, that the bundll Website will be available, or that access to the bundll Website or Third Party Websites will be uninterrupted. You are responsible for taking appropriate precautions for the protection of your computer system and data.

Limitation of Liability

Subject to any rights implied by law which cannot be excluded, FlexiCards is not liable to you, whether in contract, tort (including negligence), statute or otherwise, for any losses, damages, liabilities, claims or expenses (including but not limited to legal costs and defence or settlement costs), direct or indirect, whatsoever arising out of or referable to:

- your use of the bundll Website;
- Material on this website;
- any variation, suspension or termination of use of the bundll Website;
- your use of Third Party Websites; or
- Third Party Material.

FlexiCards' liability 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 FlexiCards option, to the:

- supply of the services again; or
- cost of having the services supplied again.

Termination

Your use of and access to the bundll Website may be terminated at any time by FlexiCards without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by FlexiCards will survive termination.

Jurisdiction

Unless otherwise stated, the information on the bundll Website is provided in compliance with Australian law and is only intended for persons within Australia. The bundll Website may not comply with the laws of countries other than Australia and is not directed at, and should not be relied upon by, persons in any other country.

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Except where necessary for viewing the Material on this website on your browser, or as permitted under the *Copyright Act 1968* (Cth) or other applicable laws or these Website Terms of Use, no Material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, distributed, displayed or transmitted in any form by any process without the specific written consent of FlexiCards.

You must not use any trade mark displayed on the bundll Website in any way without our express written consent.

Privacy and the use of the FlexiCards Website

FlexiCards does not collect any personal information about you when you use the bundll Website unless you:

- provide it to us by completing an online application or online form or supplying us with your email address; or
- log on and use the services available on the bundll Website.

FlexiCards does gather statistical information about use of the bundll Website, including by the use of cookies, however none of this information allows FlexiCards to identify a user.

FlexiCards may also use third parties to collect statistical information to measure the effectiveness of our online advertising. Any third party involved in this process will not collect personal information.

If you use a link from the bundll Website to a Third-Party Website, the Third-Party Website operator is responsible for the security and privacy of your information when you are viewing that website.

You should review FlexiGroup's Privacy Policy (<https://www.flexigroup.com.au/privacy-policy>) for more information about how FlexiCards deals with your personal information.

Linking to the FlexiCards Website

Please contact FlexiCards Marketing Department if you would like to place a link to any part of our website. You must not link to the bundll Website without our express permission.

Acceptance and Changes to Website Terms of Use

You acknowledge and agree that your use of the bundll Website indicates your acceptance of these Website Terms of Use and the Privacy Policy as varied from time to time.

These are the current Website Terms of Use. They replace any other terms of use for the bundll Website published on the bundll Website to date. FlexiCards may at any time vary the Website Terms of Use by publishing the varied Website Terms of Use on the bundll Website. You accept that by doing this, FlexiCards has provided you with sufficient notice of the variation. Your subsequent use of the bundll Website constitutes acceptance of the varied Website Terms of Use.

FlexiCards reserves any rights not expressly granted in these Website Terms of Use.