MONEYPLACE

MoneyPlace Website Terms of Use

Updated 1 August 2018

This document outlines our site and member terms of use. It applies to you if you choose to explore or take up a product or service (collectively, referred to as the "services") on our website. We recommend that you read this carefully.

Before you continue, it's important to note that our site as well as our services are intended only for customers who are Australian residents. For clarity, our services are not available to customers who are not Australian residents.

By accessing our services, you agree to these Terms of Use and that they are legally binding forming an agreement between "you" and "us".

"You" refers to any individual, acting in his or her own capacity or on behalf of, or as an agent of, a non-individual business entity that is accessing the services of this site, or is a customer of ours.

Who we are

We may provide multiple services including in our capacity as a credit assistance provider, delegate of a credit provider, loan servicer, and product designer.

MoneyPlace provides creditworthy borrowers with unsecured personal loans by using its underwriting technology and the MoneyPlace Loan Origination Service (MPLOS). Loans that are approved and successful are funded by our credit provider, Secure Funding Pty Ltd.

We are your primary point of contact for enquiries in relation to your personal loan. You can contact us by email, by phone or by using the methods available on our website www.moneyplace.com.au for services and enquiries in relation to your loan and application for credit.

Collectively or individually (as the context requires), a reference to "MoneyPlace Group" or "MoneyPlace," is a reference to:

- Money Place Australia Pty Ltd ACN 169 627 338;
- Secure AS Pty Ltd ACN 601 061 438;
- MoneyPlace Pty Ltd ACN 606 547 559; and/or
- MoneyPlace Assets Pty Ltd ACN 601 045 578;
- Secure Funding Pty Limited ACN 081 982 872 in its capacity as lender of record for the MPLOS; and
- our parent company, Liberty Financial Pty Ltd ACN 077 248 983, and other entities in the same corporate group, specifically including but not limited to Secure Funding Pty Limited ACN 081 982 872 and LFI Group Pty Ltd ACN 138 903 581.

Services

Our services, which are predominantly delivered on www.moneyplace.com.au, include giving you a free rate estimate, or providing you with credit assistance if you are a borrower. This is not an exhaustive list of our services. From time to time, we may introduce new services as we aim to improve on the benefits we offer to our customers. We will also try to improve the customer experience on our website by adding and removing functionality as we upgrade the MPLOS. Any additional services and changes are also covered under these Terms of Use. It's not always

practical to ask for your consent each time we vary the site or services, so we recommend that you check our Terms of Use every time you consider taking up a new service with us. We will assume that your continued use of our services or site after these changes constitutes your consent to the changed terms.

Here's an overview of the services we provide:

For borrowers

Tailored rate estimate

We appreciate that your time is important, so when you enquire about a loan on our website, we aim to tell you what the loan may cost you as soon as we can via a rate estimate service. As part of this process, we obtain your credit score from a Credit Reporting Body (CRB) which, combined with other information that you tell us, forms the basis on which we provide a rate estimate tailored to you. We make certain assumptions about you at this early stage to provide you with a rate range, and if you're interested in continuing with us, we will provide you with an exact quote for our fees and interest rate when you complete your application, if we can organise a loan to you.

Unfortunately, at times it will not be possible for us to give you a rate estimate, and generally it will be because we've been unable to access your credit history. This could be due to the fact that one doesn't exist for you (particularly if you are new to the country) or because a server is down. If this is the case, we'll ask you to complete our full application form, where we can get more information from you to make a comprehensive assessment about whether a loan is suitable for you.

If we are able to get your credit score, we may make that information available to you, free of charge. You're not required to, but we also encourage you to request your full credit file from a CRB such as Equifax, Illion and Experian, where you can obtain a free copy once every 12 months.

Credit assistance

If you apply for a loan, we will engage a CRB, and where indicated other service providers, to help us verify your financial information and identity. We've put these services in place to help give you the fastest possible loan assessment and service.

Some of these services are optional and you can choose not to use them. If you choose not to, your loan assessment might take longer because we'll ask you to provide the information we need using an alternative process, and this information will need to be verified before we can organise a loan for you.

We will charge you an establishment fee for these services. As noted above, we will advise you of the amount of this establishment fee after you complete your application. You will not have to pay the establishment fee unless and until you accept your loan offer and your loan has been established.

Alternate loan offers

At times, we may offer to organise a loan for you that's not exactly what you've asked for. This loan offer may be of a lower loan amount and/or a longer loan term. This will occur because the loan you requested falls outside of our lending criteria, and rather then say no, we've organised you a loan that we believe is suitable for you. You don't

have to accept the loan offer and if you choose not to, we will not charge you anything.

Before accepting a loan offer, you should consider if the loan suits your needs and helps you achieve your goals.

Additional product terms

Some services that we provide are subject to separate agreements that contain additional terms and conditions ("Product Terms"). This is because that service may have specific legislation governing it, and where we have different processes in place to manage that service. This makes it impractical to identify all of our terms within this Terms of Use, and it would be confusing for you to read information that is not relevant to you.

For example, borrowers who obtain a MoneyPlace loan are issued with a loan contract including a range of Product Terms. These terms in the current state, and future variations if and when they occur, will prevail over all other agreements that borrowers enter into with us.

If there is any clause (that exists today or in the future) within the Terms of Use, Product Terms, governing legislation or any other agreement that you enter into with us that in contradiction, the order of priority is listed as follows. First the legislation prevails followed by the product terms and lastly the Terms of Use. If this occurs, then the subordinate agreement, such as the Terms of Use should be read as if that clause were varied to substitute the prevailing term to comply with, for example, the Product Terms. We may modify our agreements and their terms from time to time, and if we do, we will notify you in the method and timeframe required under the governing legislation.

Account and membership registration

After you obtain a rate estimate from us, we'll ask you to register an account. This is required prior to you applying for a loan with us. You don't have to set up an account with us, however if you don't we may be unable to offer you a loan.

Certain parts of our website are restricted to registered customers only. For example, if you're a borrower and have a MoneyPlace loan, we'll give you an account to access various loan tools and the ability to update your contact details with us.

To access the restricted areas, we require you to set up a login and password. You must ensure that your login details are sufficiently secure. You also agree to take all reasonable steps to safeguard your password. Your login details (including passwords) are specific to you, and your login details must never be shared, written down or stored in a place that's easily discovered. If you share your password and a fraud event occurs, you may be deemed as having contributed to the fraud event, and this impacts your protections under the ePayments Code which are in place to protect you from fraudulent activities.

If you become aware of your login details becoming known to someone else, you must change your password, and if your login details have been accessed without your authorisation you must notify us immediately.

You agree that we can contact you by phone, email, text and mail. We've implemented security measures on our website and in our business practices to protect the integrity of our business, your account and your personal information. For example, to safeguard your interests, particularly when we are receiving instructions to disburse loan funds, we may call or text to verify your instructions, and we may not carry out the instructions received until we have been able to adequately verify that the instructions are genuine and legitimately came from you.

Terms of engagement

- You must be over 18 years to hold an account with us because of the nature of our services.
- You also promise that the information that you provide us is true and correct and unless you disclose to us that you are representing a third party, we will assume that it is yours to provide. You will not provide us any information that you are not legally entitled to provide.
- You agree to communicate with us electronically as well as through other means (such as SMS and phone), so that we may provide you with loan offers, account updates statements, notices and other information relating to your account by email. Paper documents will not be given, and you must check the accounts you have provided to us (including your email account and phone number) for communications from us. You can choose not to consent to this, or withdraw your consent, by indicating on your application for your service, but this will mean that we cannot provide you with many of our services.
- You may not sell, transfer or assign your account or any part of the terms of any agreement that you enter with us, including these Terms of Use.
- We may limit or restrict the availability of our services or the provision of any content to particular persons, geographic areas, or jurisdictions, at any time if we think that doing so is necessary to protect you, other users of MoneyPlace or MoneyPlace broadly. For clarity, the terms and conditions applying to any loans that we have already organised for you will not be affected by this limitation.
- You understand and consent to the MoneyPlace Privacy & Credit Reporting Policy and authorise exchange of your information as outlined in that Policy to better provide you with our services.
- You understand that all consents that you grant and have granted to the MoneyPlace Group will remain in place for as long as our services are provided to you.
- By using our website over a mobile device, you agree that we may send communications to your mobile device and collect information from your device, as described in our Privacy & Credit Reporting Policy.

Our rights

We may restrict, suspend, change or terminate all or part of the services that you can access on the website without liability to you in certain circumstances including during scheduled or emergency upgrades or maintenance of our website or if there is a system outage affecting us, or one of our service providers that is outside our reasonable control. We may also restrict or suspend your access if you are in breach of our terms, or are a victim of fraud.

We may suspend or terminate your account or your use of the services or otherwise deny you access to the services at any time if we reasonably suspect that information you have provided is untrue, inaccurate, not current, or incomplete In some circumstances we may have to do this without notice to you.

At all times, we will retain sole ownership over your account information.

If any legislation applying to these Terms of Use contradicts any clause within these Terms of Use or causes them to become illegal, void or unenforceable then; these Terms of Use are to be read as if that provision were varied to the extent necessary to comply with that legislation, or if necessary omitted.

Intellectual Property Rights

Our website and all related content, including materials used in connection with our services, (Content) are protected by laws relating to copyright, trade marks and possibly other intellectual property rights (Intellectual Property Rights).

We (or our licensors) retain all right, title, and interest in and to our website and all Content, and nothing you do on or in relation to our website or our Content will transfer any Intellectual Property Rights to you or, except for the licence referred to above, licence you to exercise any Intellectual Property Rights unless this is expressly stated.

We grant you a limited, non-transferable licence to access and use our website solely for the purpose of exploring and taking up our services. If you have a an account with us. we also grant you limited permissions to print and download customer reporting that we provide you, and site Content provided it is for your personal use and in connection with utilising the services we provide. Permission is not given for any commercial use of such Content or sale of our site Content.

Except as provided in these Terms of Use, permission to reprint or electronically reproduce our website or our Content in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from us.

Subject to applicable law, we may revoke the permission referred to in the paragraphs above at any time.

Links to Third Party Sites or Applications

There may be links within our website, or communications you receive through our website or the MoneyPlace Platform, to third party sites or applications or our services may include third party content that we do not control, maintain or endorse (all such sites or applications and third party content, collectively "Third Party Content"). You expressly acknowledge and agree that we are in no way responsible or liable for any Third Party Content, including, any damages, losses, failures or problems caused by, related to or arising from such Third Party Content. Your correspondence and business dealings with third parties, including with respect to the financial products or services offered by such third parties, and any terms, conditions, policies, representations or warranties associated with such business dealings, are solely between you and the third party. You should review all of the relevant terms, conditions, policies, representations or warranties associated with such Third Party Content, including any privacy policies and terms of service that may be on a third party site or application that you visit or use. We disclaim any harm, including, harm related to your personal information, that may arise out of or relate to your access to or use of Third Party Content, including Third Party Content that is available on or through our website or services.

Liability

The section below regarding liability only applies to borrowers.

Nothing in these Terms of Use exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited.

Subject to the paragraph above all other express or implied guarantees, warranties, representations, or other terms and conditions relating to these Terms of Use or their subject matter, not contained in these Terms of Use, are excluded to the maximum extent permitted by law.

If any guarantee, warranty, term or condition is implied or imposed in relation to these Terms of Use or their subject matter under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a Non-Excludable Provision), and the MoneyPlace Group is able to limit its liability for a breach of the Non-Excludable Provision, the MoneyPlace Group limits its liability for breach of the Non-Excludable Provision to the supplying of the services (including financial services) again, or the payment of the cost of having the services (including financial services) supplied again.

Subject to the MoneyPlace Group's obligations under the Non-Excludable Provisions (including as described in the paragraph above and to the maximum extent permitted by law:

1. the MoneyPlace Group's maximum aggregate liability for all claims in connection with these Terms of Use or their subject matter is limited to AUD$100. In calculating its aggregate liability under this paragraph (i), the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by the MoneyPlace Group for a breach of any Non-Excludable Provision; and
2. the MoneyPlace Group is not liable for, and no measure of damages will, under any circumstances, include special, indirect, consequential, incidental or punitive damages.

The limitations and exclusions in the paragraph above apply whether the relevant liability arises in contract, tort (including negligence), equity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

Resolving Disputes

MoneyPlace takes it obligations to maintaining your privacy seriously, and has an effective complaints handling process in place to manage your privacy concerns, and increase customer confidence in MoneyPlace's privacy procedures.

Your feedback is important to us, as we are continuously monitoring the effectiveness of our compliance procedures to build and protect our business and reputation.

If you have a complaint to make about the treatment of your information, please get in touch. You can make a complaint to MoneyPlace about the treatment or handling of your personal information by lodging a complaint with the Privacy Officer at privacyofficer@moneyplace.com.au.

We will make every effort to resolve our complaint as quickly as possible and will acknowledge receipt of your complaint within 1 business day, and we'll let you know if we will need further information from you to resolve your complaint. We aim to resolve all within 5 days but depending on the complexity, some may take longer to resolve. We will keep you informed of our progress until it is resolved.

If you are unsatisfied with the resolution, then you can escalate this further. MoneyPlace subscribes to the Australian Financial Complaints Authority (AFCA), an external body who considers most privacy complaints of financial services providers.

AFCA can be contacted at:

> **Australian Financial Complaints Authority**
> GPO Box 3
> Melbourne VIC 3001
> Phone: 1800 931 678
> www.afca.org.au

You can also refer your complaint to the Office of the Australian Information Commissioner:

- by telephoning - 1300 363 992
- by writing to - Director of Complaints, Office of the Australian Information Commissioner, GPO Box 5218, SYDNEY NSW 2001
- by emailing - enquiries@oaic.gov.au

Our contact details

If you need to contact us, our contact details are:

> **Client Services Team**
> Secure AS Pty Ltd
> Mailing address: Level 16/535 Bourke Street, Melbourne VIC 3000
> Phone: 13 11 33
> Email: borrow@moneyplace.com.au

General

Neither party will be liable for any delay in performing any of its obligations under these Terms of Use if such delay is caused by circumstances beyond the reasonable control of that party.

If any part of these Terms of Use is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.

These Terms of Use are governed by the laws of Victoria, Australia, and you irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and of the Commonwealth of Australia.

These Terms of Use constitute the entire agreement between us and you in relation to our website and our Content and supersede all other (prior or contemporaneous) communications whether electronic, oral, or written, between us and you in relation to our website or our Content.

The provisions of these Terms of Use which by their nature survive termination or expiry of these Terms of Use will survive termination or expiry of these Terms of Use.

The term "including" when used in these Terms of Use is not a term of limitation.