
Terms of Use

Doo Financial Australia Limited

Updated as of 24th February 2022

1. Introduction

- 1.1 These Terms of Use ("Terms") contains the terms and conditions which govern your access and use of Doo Financial Australia Limited's ("we", "our") website ("Website").
- 1.2 By accessing and using this Website, you shall have deemed to read, understood and accepted this Terms. If you do not agree with the Terms herein, please do not proceed to use this Website. Your ongoing usage of the Website shall also be taken as your consent to be legally bound by this Terms.

2. Acknowledgement

- 2.1 You acknowledge and warrant that:
- (a) you shall not transmit, upload, publish or distribute any virus or other destructive elements to the Website;
 - (b) you shall not use the Website in any means that could potentially harm or damage the functionality, availability or accessibility of the Website;
 - (c) you shall not use the Website to commit any illegal, abusive or unauthorised activities or commit illegal, abusive or unauthorised activities on the Website, e.g. hacking, illegally obtaining confidential information from the Website;
 - (d) you shall not collect or harvest any information or data from the Website or our systems or attempt to decipher any transmissions to or from the servers running the Website;
 - (e) you shall not infringe our intellectual property rights or those of any third party in relation to your use of the Website.
- 2.2 You acknowledge that we reserve the right to amend or update this Terms at any time without prior notice to you. The amendments to this Terms shall become effective immediately and shall be legally binding on you upon publishing of this Terms on the Website, should you use and access the Website. You shall regularly review this Terms on the Website.
- 2.3 You acknowledge and agree that our list of products, services offered and the Content (defined under clause 3.1) on our Website are subject to changes. We reserve our right to add, amend or remove any of the products, services and Content without prior notice to you, and such amendments shall be effective upon publication on the Website.

3. Intellectual Property Rights

- 3.1 All copyright, trademarks, database rights and any other intellectual property rights in the works of authorship ("Content"), including by not limited to all information, texts, sound recordings, images, logos, names, designs, pages, documents, online graphics, multimedia and all other materials on the Website are exclusively own by us and/or our affiliates or licensors, unless otherwise expressly stated.
- 3.2 You acknowledge and accept that the Content:
- (a) are protected by applicable copyright, trademark and other intellectual property laws;
 - (b) are only provided for your personal and non-commercial use, and you are allowed to print pages without alteration from our website for your personal use;
 - (c) may not be used, copied, adapted or eased in any way unless otherwise stated expressly herein or our written consent is obtained; and

- (c) shall not grant you any rights to modify, distribute, reproduce or commercially exploit any materials from the Website without our written consent.

3.3 Our intellectual property rights mentioned in this Terms are non-exhaustive. We, our affiliates or licensors reserve our intellectual property rights not expressly provided in this Terms.

4. Third Party

4.1 Our Website may contain names and logos of other companies, which may be the intellectual property of third parties and are used by us with consent from the respective third parties.

4.2 Our Website may also contain links to third party's websites, applications or services. Such links are provided for your convenience and you acknowledge that the links to third party's websites, applications or services:

- (a) are not owned or directly controlled by us and we shall not be liable for any loss or damages from your use of such third party materials, contents and/or Content,
- (b) shall not constitute any partnership or other legal relationship between us and the third party;
- (c) shall not mean that we are affiliated, associated or that we endorse such third party's contents and/or Content; and
- (d) are governed by their terms, conditions and policies and you shall use their websites, applications or services at your own risk.

5. Disclaimer of warranties

5.1 The products, services, information and Content provided through this Website and by us are provided on "as is where is" basis where we shall not provide any express or implied representations or warranties or covenants on them.

5.2 We disclaim any representation or warranty that:

- (a) the Website shall be functional, available, uninterrupted and error-free at all times;
- (b) we shall correct defects of the Website immediately;
- (c) the Website is free from viruses, bugs or any other destructive elements;
- (e) the Website or its Content shall meet your needs;
- (d) the Website's Content shall be true, reliable, updated, non-infringing, complete and accurate at all times; and
- (e) all of the above in relation to links to third party's websites, applications or services.

5.3 The Content on our Website shall not constitute as any professional or financial advice, offer, recommendation or representation. The Content available on our Website had not been prepared taking into account any individual's particular objectives, financial needs or situation, and are only provided for general information purposes. Although we use reasonable effort in ensuring accuracy and reliability of the Content on our Website, we do not warrant that the Content are constantly current or accurate, or that any products and/or services offered on the Website are available at all times. We shall not be liable for any loss or damages arising from the inaccuracy or unreliability of the Content on our Website. You are responsible to assess the suitability of the information and/or material on our Website to your objectives, financial needs or situation before acting on or using the Content.

5.4 We shall not be liable for any direct or indirect loss or damages you may suffer as a result of your usage or reliance upon, delay in using, inability to access to any Content of our Website, or in any other way connected to our Website.

6. Limitation of liability

6.1 You acknowledge and agree that we shall not be liable for any direct or indirect loss or damages you may suffer as a result of the following:

- (a) any event described in Clause 5.2;
- (b) your breach of any terms in this Terms;
- (c) your access or use of this Website;
- (d) transmission errors, delay, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers;
- (f) any inaccuracy, error, delay, omission, non-performance, interruption in any data, information or message.

6.2 Some of the products and/or services featured on our Website shall be delegated to our appointed and/or affiliated third party products and services provider. We shall not provide any representations or warranties as to the products and/or services provided by them and we strictly deny any liability for any loss or damages arise from your usage of their products and/or services.

6.3 It may be necessary for us to perform scheduled or unscheduled repairs or maintenance, provide and maintain daily backup of the data collected by us or remotely patch or upgrade the Website, which may temporarily degrade the quality of the Website or result in a partial or complete outage of the Website. In this regard, we will not be liable to you or any third party for any such degradation in the quality or outage of the Website.

6.4 We do not warrant that the Website will be compatible or interoperable with your device or any other piece of hardware, software, equipment or device installed on or used in connection with your device. You acknowledge and agree that we and our affiliates and our service providers shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

6.3 Nothing in the Terms excludes or limits each other party's liability for fraudulent or negligent misrepresentation, or any matter that cannot be excluded or limited under applicable statutes and regulations.

7. Indemnity

7.1 Save as otherwise expressly provided herein, you agree to indemnify and hold us, our affiliates, employees, officers, associates, related companies, third party service providers, licensors harmless from and against any damage or loss suffered, incurred or sustained by us, or to which that we, our affiliates, employees, officers, associates, related companies, third party service providers, licensors become subject, resulting from, arising out of or relating to:

- (a) any breach of any of the terms herein or negligence by you;
- (b) any breach of any third party rights, including but not limited to contractual or intellectual property rights; and
- (c) your use and access to the Website.

- 7.2 You acknowledge that this responsibility shall include but not limited to any legal and administrative costs and expenses incurred.

8. Cookies

- 8.1 We use cookies on our websites to customize the information and experience displayed on our website according to the Website visitor's preferences. Cookies are small bits of data stored on a web browser when you visit a website for the first time. If you visit that website again in the future, the storage of cookies on your browser enables the website to remember how you browsed through it the first time. If you do not agree to our Cookie Policy you can disable certain Cookies and still access our Website normally. Your ability to access and use of our Website may be affected if you disable all Cookies.

9. Jurisdiction

- 9.1 All disputes or differences which shall at any time arise between the Parties concerning this Agreement or its construction, or the effect or the rights, duties or liabilities of the Parties under it, or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single arbitrator to be agreed upon by the Parties, or in default of agreement to be nominated by the Director for the time being of the Australian Centre for International Commercial Arbitration in accordance with the prevailing and applicable arbitration laws and regulations.
- 9.2 This Terms shall be governed by and construed in all respects in accordance with the laws of Australia, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Australia.
- 9.3 Nothing in this Terms shall limit or prohibit our right to initiate legal proceedings against you in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.

10. Miscellaneous

- 10.1 No exercise or failure to exercise or delay in exercising any right, power or privilege vested in any party shall operate as a waiver thereof or of any other right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any waiver by a party of a breach of any provision of this Terms shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 10.2 If any provision of this Terms or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of this Terms shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent.
- 10.3 This Terms constitutes the entire understanding and agreement between the parties and supersedes all negotiations, commitments and writings prior to the date hereof pertaining to the subject matter of this Terms.
- 10.4 The official language of this Terms shall be English. We may provide this Terms in other languages for information purposes only and in the event of any inconsistency or discrepancy between the English version of this Terms and any other language version, the English version shall prevail.

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