

## 1. General

- (a) The following Terms of Use and Service apply to the products and services provided by Budgetly Pty Ltd (ACN 631 548 920).
- (b) In this document:
  - (i) the words "Budgetly" refer to <http://budgetly.com.au>, and any of our software applications, including (but not limited to) software applications that are delivered to you in the form of an installed, compiled or interpreted software application, or communicated to users by way of internet protocols as well as any incidental or related services.
  - (ii) when the words "we", "our", "us" used, they refer to Budgetly Pty Ltd (ACN 631 548 920) and all of its related entities;
  - (iii) when the word "you" and "your" are used, we mean both you and any entity or firm you're authorised to represent.
- (c) This Agreement should be read in conjunction with
  - (i) our Privacy Policy, which is available at <https://www.budgetly.com.au/privacy-policy/>
  - (ii) the Card Program Terms and Conditions, which is available at <https://www.budgetly.com.au/terms-and-conditions/>
  - (iii) the Product Disclosure Statement, which is available at <https://www.budgetly.com.au/product-disclosure-statement/>
  - (iv) the Financial Services Guide, which is available at <https://www.budgetly.com.au/financial-services-guide/>

(collectively, the 'Agreement')
- (d) By using or accessing Budgetly, you ("you") agree to all the terms and conditions of the Agreement, and if you do not agree to all the terms and conditions of the Agreement you should not and are not permitted to use Budgetly.

## 2. Budgetly

- (a) We are a provider of software budget management services.
- (b) We are not an authorised deposit taking-institution, nor are we a non-cash payment facility. All banking and financial products and services available on or via Budgetly, are issued or provided by third party service providers, and may be subject to additional terms and conditions.

## 3. Modifications to the Agreement

- (a) We reserve the right in our sole discretion, to modify the Agreement at any time by posting a revised Agreement to Budgetly and giving notice to affected parties. Please carefully read this Agreement and check back often. If you do not agree to any change to the Terms of Use & Service then you must immediately stop using Budgetly.
- (b) Modifications are effective when posted, and your use of Budgetly following any such posted modification and notice of same constitutes your acceptance of the terms and conditions of this Agreement as modified. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

#### 4. Payment

- (a) Use of and access to Budgetly may be subject to service fees payable as described on Budgetly.
- (b) Service fees payable may vary based on the services, or access to Budgetly, that you request from us.
- (c) As described on Budgetly, we may invoice you for any Service Fees, or require payment of Service Fees by credit card or by way of an third party transaction service provider.
- (d) Any fees paid are not refundable or partially refundable, except as required by law.

#### 5. Account

- (a) Budgetly is only available to users aged 18 and over. If you are under the age of 18 years, you may not create an account or use Budgetly.
- (b) In order to use Budgetly you will be required to provide or authorise us to access your personal details. In particular, you may be required to provide a real name, phone number, e-mail address and other requested information as indicated. You may be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are, or represent the person or entity referred to in the billing information provided.
- (c) All information provided to us must:
  - (i) be accurate and correct to the best of your knowledge; and
  - (ii) not infringe on the rights of any third parties, including but not limited to, content that infringes on privacy rights or intellectual property rights, such as copyright and trademark rights.
- (d) Upon successful completion, we will provide you with an account, accessible for you by a password of your choice.
- (e) You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this account. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

#### 6. Users and Access

- (a) You may appoint other people to use Budgetly under this agreement, as long as they are your employees or contractors, and they comply with the terms of the Budgetly User Terms.

## 7. Limitations of Use

- (a) You must ensure that, you and any other users appointed by you do not do any of the following while accessing or using Budgetly:
  - (i) access, tamper with, or use non-public areas of Budgetly, or intentionally exceed any limitations placed on your access or use by Budgetly, or the computer or delivery systems and/or its service providers;
  - (ii) use Budgetly for any activity which is obscene, indecent, offensive or defamatory;
  - (iii) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures;
  - (iv) access or search or attempt to access or search Budgetly by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us;
  - (v) scrape Budgetly, and particularly scrape Content (as defined below) from Budgetly, without our express prior written consent;
  - (vi) use Budgetly to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers;
  - (vii) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, by sending a virus to, spamming, or overloading Budgetly, or by scripted use of Budgetly in such a manner as to interfere with or create an undue burden on Budgetly; or
  - (viii) refrain from using any part of Budgetly to send commercial electronic messages in contradiction of the Spam Act 2003 (Cth);
  - (ix) take any action that may undermine the feedback or ratings systems used on Budgetly.
- (b) You must ensure that, you and any other users appointed by you:
  - (i) only use Budgetly for the Purposes described in this Agreement;
  - (ii) keep all passwords, account names, tokens or log in identifications required to access Budgetly secure and confidential; and
  - (iii) refrain from uploading onto the System any material, or use the System in any way:

- (A) infringes the Intellectual Property Rights of any person; or
- (B) which is unlawful or violates any law.

## 8. Intellectual Property

- (a) Definitions:
  - (i) “Content” means a creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or through Budgetly.
- (b) For Content uploaded by you, or given to us, for use on Budgetly, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, perpetual worldwide license for its use.
- (c) Reproduction of all Content that appears on Budgetly is prohibited, except where explicitly authorised by this Agreement.
- (d) All trademarks reproduced in Budgetly which are not the property of, or licensed to, the operator are acknowledged on Budgetly. We retain ownership of all intellectual property rights in all Content.
- (e) Unless otherwise indicated, all materials on Budgetly, and the website itself, are protected by copyrights, trademarks and/or other intellectual property rights. Except for the bona fide purpose of considering an invitation to treat from us or as otherwise permitted by law, this site or any portion of this site may not be reproduced, duplicated, copied, sold, re-sold or otherwise exploited for any commercial purpose that is not expressly permitted by us.
- (f) Any other use of materials on Budgetly, including reproduction for purpose other than your personal non-commercial use, modification, distribution or republication, without our prior express written permission is strictly prohibited.

## 9. Applicable Law and Jurisdiction

- (a) Your use of Budgetly is governed in all respects by the laws of the State of Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of Queensland in relation to any legal proceeding directly or indirectly arising out of or relating to this Agreement or the use of Budgetly.

## 10. Disclaimer

- (a) The information contained on Budgetly is for information purposes only. The information is provided by us and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to Budgetly or the information, products, services, or related graphics contained on Budgetly for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

- (b) We will not be liable for any indirect or consequential damages and, in particular, shall accept no liability whatsoever for loss of income deriving from the use of Budgetly.
- (c) Any condition or warranty which would otherwise be implied in this agreement is excluded, except where required otherwise by law.
- (d) Budgetly may contain links to other websites and software applications. We are not responsible for the availability of, or any content or material contained in, or obtained through, any such websites and software applications. Any link to another website, and reference to third-party information, products or services linked to Budgetly, is not, and should not be construed as, an express or implied endorsement by us. Any questions or comments relating to such other websites and software applications and software applications should be addressed to the operator or operators of those websites and software applications.
- (e) Budgetly may contain content, imagery, text and other media generated by users of Budgetly. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to Budgetly or the information, products, services, or related graphics contained on Budgetly for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- (f) Every effort is made to ensure the efficient operation of Budgetly and Services and that the information contained within Budgetly is accurate at all times. However, we take no responsibility, and will not be liable for Budgetly becoming temporarily unavailable in the instance of technical issues or any associated problems arising from technical or other associated issues beyond our control.
- (g) You release us and all of our related parties from all claims, demands and proceedings in tort, statute or in any other way arising out of my engagement of a health and/or beauty services provider, and indemnify us against all liability (including liability for negligence and the negligence of others) for all injury, loss or damage arising out of any engagement under this Agreement.

## 11. Termination

- (a) We may, in our absolute discretion and with immediate effect, terminate this Agreement and remove you from Budgetly.
- (b) We may, in our absolute discretion, refuse service to any person or entity.
- (c) We may, without notice to you and in its sole discretion issue you a warning, restrict your activities on Budgetly, temporarily suspend, indefinitely suspend or terminate your login and refuse to provide services to you if:
  - (i) you have, or we believe that you have, breached this Agreement;
  - (ii) you are unable to verify or authenticate any information you have provided to us;

- (iii) we believe that your actions may cause loss or damage to or otherwise unlawfully harm you, other Budgetly users, third parties or us and/or our related bodies corporate, affiliates, directors, employees or agents; or
  - (iv) if we reasonably believe that any of your information, or any Content provided to us by you is incorrect, misleading, inappropriate or of an offensive nature.
- (d) We may refuse to process a payment if we believe there is a risk associated with it or if it breaches any law, statute, ordinance or regulation, or is may cause loss to us or our users.

## 12. Other Matters

- (a) If we forbear, delay or indulge you when enforcing the provisions of this Agreement, we will not be prejudiced or restricted in our rights, nor will any waiver of our rights under this agreement operate as a waiver of any subsequent breach by you.
- (b) We may assign, in whole or part, the benefit of this agreement or any rights or obligations under this agreement at any time.