

## Website Terms of Use

### 1. About these website terms of use

These Website Terms of Use (referred to as **these terms**) apply to this website, which is operated on behalf of HomePro Finance Australia Pty Ltd ABN 60 690 561 507, Australian Credit Licence 574609, trading as HomePro Credit (**we, us, our** and **HomePro Credit**).

We are committed to protecting your privacy. These terms explain how your personal information will be treated as you access and interact with this website. You should read these terms in conjunction with our [Privacy and Credit Reporting Policy](#). Our Privacy and Credit Reporting Policy sets out in detail how we collect, use, disclose and store personal information (including credit-related personal information), including information about overseas disclosures, automated decision-making, direct marketing and your rights of access and correction. By viewing the pages of our website, you acknowledge that you have read and accepted these terms and our Privacy and Credit Reporting Policy.

These terms may change from time to time. We may amend the terms at any time for legitimate business, legal or regulatory compliance reasons. Where changes are material or may adversely affect your rights, we will take reasonable steps to bring them to your attention, such as by placing a prominent notice on the website or notifying you via the contact details you have provided. If you do not accept the revised terms, you should cease using the website. Any subsequent use of the website will constitute acceptance of the revised terms.

If you apply for or obtain a financial product or service through this website, additional terms and conditions (including the relevant credit contract and disclosure documents) will apply. To the extent of any inconsistency, those additional terms will prevail.

### 2. Collection and use of information

We may collect personal information from you directly or through your use of our services. We will only collect personal information which is reasonably necessary for, or directly related to, our functions or activities.

Information on this website is of a general nature and does not constitute financial, legal or other professional advice. It has been prepared without taking into account your objectives, financial situation or needs. Before acting on any information provided on this website, you should consider whether it is appropriate for your circumstances and seek independent professional advice where necessary. We do not warrant the accuracy, completeness or suitability of the information for your particular circumstances.

### 3. Sensitive information

Sensitive information is any information about a person's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record, or health.

We will only collect sensitive information with your consent and in accordance with our Privacy and Credit Reporting Policy.

### 4. Information from third parties

Our website may also contain links to the websites of third-party providers of goods and services (**Third-Party Websites**). If you have accessed Third-Party Websites through our website and if those third parties collect information about you, we may also collect or have access to that information as part of our arrangements with those third parties.

When you access a Third-Party Website from our website, cookie information, information about your preferences, or other information you have provided about yourself may be shared between the third party and us.

Links to Third-Party Websites are provided for your convenience only. We do not control, endorse or approve any third-party content, product or services offered on those websites. We make no representations or warranties regarding their accuracy or completeness. Accessing Third-Party Websites is at your own risk, and we are not responsible for any loss or damage arising from your use of those websites.

To the extent that personal information is collected or disclosed in connection with Third-Party Websites or related tracking technologies, it will be handled in accordance with our Privacy and Credit Reporting Policy.

## **5. Advertising and tracking**

When you view our advertisements on a Third-Party Website, the advertising company may use cookies and, in some cases, web beacons to collect information such as:

- the server your computer is logged onto;
- your browser type;
- the date and time of your visit; and
- the performance of their marketing efforts.

When you access our website after viewing one of our advertisements on a Third-Party Website, the advertising company collects information about how you utilise our website (for example, which pages you view) and whether you complete an online application.

For further information about how we use cookies, tracking technologies and targeted advertising tools (including tracking pixels), please see our [Privacy and Credit Reporting Policy](#).

## **6. Cookies**

We collect information using cookies when you access and use our website. We use cookies to provide you with better and more customised service and with a more effective website.

A 'cookie' is a small text file placed on your computer by our web page server. A cookie can later be retrieved by our webpage servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your internet browser.

We use cookies for different purposes such as:

- to allocate a unique number to your internet browser;
- to customise our website for you;
- for statistical purposes;

- to identify if you have accessed a Third-Party Website; and
- for security purposes.

Further information about our use of cookies and similar technologies is set out in our [Privacy and Credit Reporting Policy](#).

## **7. IP addresses**

Your IP address is the identifier for your computer when you are using the internet.

It may be necessary for us to collect your IP address for your interaction with various parts of our website.

## **8. Online applications**

When you apply for our products or services through our website, we retain the information contained in that application. We are able to then use that information to provide any financial services that you require.

You can also suspend and save online applications, so you can complete and send 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.

Personal information collected through online applications will be handled in accordance with our [Privacy and Credit Reporting Policy](#), including where automated systems are used to assist in assessing applications.

## **9. User account and password security**

If we issue you with a username or password to access any part of this website, you are responsible for maintaining the confidentiality and security of those credentials. You must notify us immediately if you become aware of, or reasonably suspect, any misuse of your login details or any breach of security relating to your account.

You are responsible for all activities carried out using your login credentials, except to the extent that any unauthorised use arises from our failure to take reasonable security measures.

## **10. Acceptable use**

This website and the products and services referred to on it are intended for persons in Australia only, unless otherwise stated.

You must not use this website in any way that is unlawful, fraudulent or harmful, or in connection with any unlawful, fraudulent or harmful purpose or activity.

You must not engage in any systematic or automated data collection activities (including scraping, data mining, robots or similar extraction tools) unless expressly authorised by us.

You must not introduce or transmit any viruses, malware, spyware or other harmful code, or attempt to bypass, disable or interfere with any security features of the website.

You must not attempt to decipher, decompile, disassemble or reverse engineer any of the software or underlying code used to operate the website.

We may monitor activity on the website for compliance, security and operational purposes. We may suspend or terminate your access to the website if you materially breach these terms and fail to remedy the breach within a reasonable time after we notify you, unless the breach is incapable of remedy or requires immediate suspension for security or compliance reasons.

## **11. Intellectual property**

All intellectual property rights in the website and its content (including text, graphics, logos, images, layout and software) are owned by or licensed to us.

You may access and view the website and print or download extracts for your personal, non-commercial use only. You must not reproduce, distribute, modify or otherwise use any content without our prior written consent, except as permitted by law.

## **12. Security of information**

The security of your information is very important to us.

We regularly review developments in security and encryption technologies. Unfortunately, no data transmission over the internet can be guaranteed as completely secure.

We take all reasonable steps to protect the information in our systems from misuse, interference, loss, and any unauthorised access, modification or disclosure.

If we no longer require your information, and we are legally permitted to do so, we will take all reasonable steps to destroy or de-identify the information.

We take reasonable steps to preserve the security of cookies and personal information in accordance with these terms. If your browser is suitably configured, it will advise you whether the information you are sending us will be secure (encrypted) or not secure (unencrypted).

While we use reasonable efforts to maintain the website, we do not guarantee that access will be uninterrupted or error-free, or that the website will be free from viruses, malware, hacking attempts or other cybersecurity threats. Scheduled or unscheduled outages may occur due to maintenance, third-party service issues or events beyond our reasonable control. Your use of the website is at your own risk.

We may modify, suspend or withdraw any part of the website at any time for operational, security or regulatory reasons. We will not be liable for any unavailability of the website to the extent permitted by law.

## **13. Direct marketing**

We may use your personal information for direct marketing purposes in accordance with our [Privacy and Credit Reporting Policy](#). That policy explains when we may contact you, how we use targeted advertising tools, and how you may opt out of receiving marketing communications at any time.

#### **14. Disclosure to overseas entities**

We may disclose personal information to overseas recipients in accordance with our [Privacy and Credit Reporting Policy](#). That policy sets out further information about the circumstances in which overseas disclosures may occur, the countries where recipients may be located, and how we address our obligations under the *Privacy Act 1988* (Cth).

#### **15. Limitation of liability**

To the extent permitted by law, we exclude all warranties, conditions and representations relating to the website, whether express or implied. Nothing in these terms excludes, restricts or modifies any rights, guarantees or remedies you may have under the Australian Consumer Law or any other applicable law that cannot lawfully be excluded.

Where our liability cannot be excluded, our liability is limited (at our option) to the resupply of the relevant services or the payment of the cost of having the services supplied again.

#### **16. Severability**

If any part of these terms is held to be invalid, unlawful or unenforceable, that part will be severed, and the remainder will continue in full force and effect.

Our failure to enforce any provision of these terms does not constitute a waiver of that provision.

#### **17. Jurisdiction**

The use of this website and these terms are to be governed by the laws of the State of New South Wales.

#### **18. Further information**

You may request further information about this website and these terms by contacting us at:

HomePro Finance Australia Pty Ltd  
Level 26, 1 Bligh  
1 Bligh Street  
Sydney, NSW 2000, Australia  
Phone: 1800 318 396 (toll free)  
Email: [contact@hpfinco.com.au](mailto:contact@hpfinco.com.au)