

# Terms of Use

## Introduction

illion is a leading provider of a wide range of information services. These Terms of Use apply to the access and use of illion website and its related sites (collectively, the “illion Site”). For purposes of illion Site (“illion”, “we”, “our” or “us”) means illion Australia Pty Ltd, illion New Zealand Ltd and their related bodies corporate.

By accessing and browsing the illion Site and/or using any of our products or services, you agree to be bound by:

- these Terms of Use;
- the illion Privacy Policy available at <https://www.illion.com.au/illion-privacy-policy/> and;
- any other terms and conditions that you expressly agree to (for example, specific terms and conditions applicable to any of the products or services offered by illion), together, these Terms.

## Changing these Terms

We may amend these Terms at our sole discretion. We will notify you of changes by publishing updates on the illion Site or by email communication. By continuing to access the illion Site, or use of our products or services, you agree to be bound by the amended Terms. You should check from time to time to see if any part of these Terms has been updated.

## Accessing the illion Site

When you access and browse the illion Site, you must:

- abide by these Terms;
- comply with all applicable laws; and
- cooperate in any investigation relevant to the illion Site and/or your use of the illion Site or any of our products or services.

illion makes no representation or warranty:

- as to the accuracy, availability, completeness, reliability or timeliness of any of the data and/or programs (“Information”) available at this illion Site. The Information is provided “as is” without

warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

- that the illion Site is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the illion Site is not illegal or prohibited in your relevant country.

You must not access the illion Site or use any of our products or services on behalf of any other person. We may report any unauthorised use as fraud, and may report any other suspicious activity using the illion Site to enforcement agencies or credit providers.

You will be responsible for the content of any material you enter on the illion Site. illion has no responsibility for the content of any messages or information posted by users, or for the content of information of third parties on the Internet, even if accessed through the illion Site. However, illion retains the right, which it may or may not exercise in its sole discretion, to review, edit or delete any material that illion deems to be illegal, offensive or otherwise inappropriate

## Unauthorised use or interference with the illion Site

When you access and browse the illion Site and/or use any of our products or services, you must not:

- access or use the illion Site if you are directly or indirectly involved (in any capacity) in the operations of a service that competes with any of our products or services;
- directly or indirectly use any content on the illion Site for the purpose of building, improving or providing any product or service that competes with all or any part of our products or services or has similar features or functionality;
- use an anonymous proxy or other technique to prevent us from identifying your location or your IP address;
- use a robot, spider, scraper or other unauthorised automated means to access the illion Site or information featured on it, or harvest information from the illion Site, for any purpose;
- use our products or services in a way that will result in complaints, disputes or claims, whether or not resulting in any financial cost or other liability to us or you; or
- take any action which may disrupt access to, cause damage to, or interfere with the proper operation of the illion Site, including any action that may result in the introduction of any viruses, trojan-horse type programs, malware or any other material which is malicious or harmful.

## Limitation of liability

All guarantees, terms, conditions, warranties, rights or remedies are excluded to the maximum extent permitted by law, save that nothing in these Terms excludes, restricts or modifies, or has the effect of excluding, restricting or modifying, any guarantee, term, condition, warranty, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded or limited, including, for

example, the Australian Consumer Law (the “ACL”). To the extent permitted by law, illion and its related bodies corporate exclude all liability for any loss, damages, costs or expense, whether in tort (including negligence), contract or otherwise and whether direct, indirect, or consequential (including in connection with business interruption), which you or any other person may suffer or incur in connection with:

- your use, inability to use, or fraudulent use of, the illion Site or any Third Party Site (as defined in clause 5 below);
- any financial decision or action taken by you or anyone else in reliance upon our products or services and/or information provided on the illion Site or any products or services and/or information provided on any Third Party Site (as defined in clause 5.4 below). We recommend that you seek advice from an appropriately-qualified financial adviser if you need assistance.

The illion Site, and any information provided on the illion Site, is provided to you on an “as is” and “as available” basis. While we endeavour to provide accurate content on the illion Site, to the maximum extent permitted by law, we do not warrant or make any representation that such content or its operation will be accurate, reliable, uninterrupted, up to date, secure or error-free. We will try to address any technical issues that arise on the illion Site as soon as possible during normal business hours.

**Third Party Sites** – the illion Site may contain links to other websites, including the illion Site and websites of Participating Lenders and advertisers (Third Party Sites). We do not control and are not responsible for the Third Party Sites, nor do we endorse or make any representations about those sites, their content, or any offers of products or services provided by or on those sites. If you access any of the Third Party Sites linked to the illion Site, you do so entirely at your own risk.

To the extent permitted by law and without limiting your rights under the ACL, if illion fails to comply with a statutory guarantee, which by law may not be excluded, then to the extent the law permits, illion limits its liability in respect of such failure, the liability of illion is limited to the cost of the illion product or service. illion may refund or resupply the service at its option.

## Breach of these Terms

You indemnify illion on demand for all claims (however arising), losses, costs and expenses (of whatever nature and including actual legal fees on a solicitor/client basis) incurred by us and/or our related bodies corporate in connection with any claim of any kind arising out of your breach of these Terms. Without limiting the foregoing, we may limit or suspend your activities on the illion Site, remove any content, warn other members of your actions, issue a warning to you, or refuse to provide our products or services to you if you breach these Terms or where illion (acting reasonably) considers it appropriate.

# Intellectual Property and rights to Site Content

We (or our licensors) own all rights to the illion Site and all the content displayed on the illion Site whatever its nature (the Site Content). You may not use or reuse in any form or by any means, any Site Content without our express prior written consent. Nothing on the illion Site should be interpreted as granting (by implication or otherwise) any license or right to use any of the Site Content or trademarks displayed on the illion Site, including by linking or framing. We prohibit the use of any of our trademarks as part of a link to or from any other website unless establishment of such a link is approved in writing by us in advance. All rights not expressly granted to Users in these Terms are expressly reserved by illion.

## General

You consent to receive any notices and other communications from us electronically including by e-mail or by posting notices on the illion Site. You must not transfer your rights or obligations under these Terms to any other person. No delay or failure by illion to exercise a right under these Terms prevents the exercise of that right or any other right on that or any other occasion. All rights and remedies provided in these Terms are cumulative and not exclusive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist under these Terms, in law, equity or otherwise. These Terms set out the entire agreement between you and illion relating to the subject matter of these Terms and supersedes any other agreement you have with illion relating to the subject matter of these Terms. Neither of us is liable for a failure or delay in performing an obligation under these Terms to the extent the failure or delay is because of an event beyond our reasonable control. References in these Terms to illion and other related bodies corporate are intended to confer a benefit on those companies, and be enforceable by those companies. These Terms are governed by and are to be construed according to the laws of Australia.

## Interpretation

In these Terms: references to a party includes their permitted assignees, transferees and successors; the singular includes the plural (and vice versa); references to “includes” or “including” do not have a limiting effect; headings are for convenience only and will not affect interpretation and if any term of these Terms is illegal, invalid or unenforceable, then, where that term can be modified to give it a valid and enforceable operation of a partial nature, it must be modified to the minimum extent necessary to achieve that result. In any other case the term must be severed from this agreement, in which event the remaining terms operate as if the severed provision had not been included. A reference to a statute, including any code or other subordinate legislation (“statute”) includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

## How to contact us

Please contact us on 13 23 33 if you have any questions about the illion Site, the Privacy Policy or any of our products or services.