# Website terms of use

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

1. **WHO WE ARE AND HOW TO CONTACT US**

zingerfinance.com.au is a website (**Site**) operated by Zinger Finance Pty Ltd (ACN 160 028 142) of 39/5-7 Inglewood Place, Norwest NSW 2153 (**we, us** and **our**). The related entities include B Invested Pty Ltd (B Invested), Property Investment Agents Pty Ltd (PIA); Zinger Finance Pty Ltd (Zinger Finance); Blink Property Pty Ltd (Blink NSW) and Blink Property Queensland Pty Ltd (Blink Queensland) all referred to as “the related entities”.

To contact us, please email info@zingerfinance.com.au **OR** telephone our customer service line on 1300 882 022.

2. **BY USING OUR SITE YOU ACCEPT THESE TERMS**

By using our Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Site.

Opt out – If you previously opted to receive marketing from us, you may opt out of marketing from us at any time by logging into your account at cloud.mail.binvested.com.au/Preference_Page. In general, your opt-out request will be effective immediately, and we will send you an email to confirm your opt-out request. If you opt-out of marketing from us, you will remain responsible for any related fees and other applicable transaction fees, authorised prior to the effectiveness of your election to opt out of marketing communication.

3. **WE MAY MAKE CHANGES TO THESE TERMS**

We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

These terms were most recently updated on 10/11/2022.

## 4. WE MAY MAKE CHANGES TO OUR SITE

We may update and change our Site from time to time to reflect changes to our products, our users' needs, changes in law and our business priorities. We will try to give you reasonable notice of any major changes.

## 5. WE MAY SUSPEND OR WITHDRAW OUR SITE

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## 6. ELIGIBILITY TO USE OUR SITE

Our Site is directed to users who are at least 18 years old and are residing in and using this Site within Australia. We do not represent that content available on or through our Site is appropriate for use or available in other locations. If you access our Site from outside Australia, you do at your risk and you are responsible for compliance with laws applicable to accessing the Site from your location.

## 7. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@zingerfinance.com.au.

8. **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others to content posted on our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.

You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this Site.

9. **DO NOT RELY ON INFORMATION ON THIS SITE**

This Site is provided on an “as is” and “as available” basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Site.

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our Site is accurate, complete or up-to-date.

10. **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our Site contains links to other sites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources, and you access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

11. **USER-GENERATED CONTENT**

This Site may include information and materials uploaded by other users of the Site, including to comment threads. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.

This Site may contain comment threads, personal web pages or profiles, forums, bulletin boards, other interactive features (collectively, **Interactive Services**) that allow users to post, submit, publish, display or transmit to other users or other persons (**post**) content or materials (collectively, **User Contributions**) on or through the Site.

All User Contributions must comply with the content standards set out in Clause 12 of these terms.

Any User Contribution you post to the Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, however by providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose **OR** according to your account settings.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards in Clause 12 of these terms.

You are solely responsible for securing and backing up your content.

You represent and warrant that:

- You own or control all rights in and to your User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

- All of your User Contributions do and will comply with these terms.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you (and not us) have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Site.

We have the right to remove, refuse to post or take any action with respect to any User Contributions for any or no reason at our sole discretion. If you wish to complain about information and materials uploaded by other users, please contact us.

12. **CONTENT STANDARDS**

The content standards in this clause 12 apply to any and all User Contributions and use of social media features. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. In particular, you warrant that your User Contributions will not:

- Contain any material which is defamatory, obscene, abhorrent, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Contain or promote sexual or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trade mark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these terms and our privacy policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organisation, including with us.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, you must comply with the content standards in this clause 12.

You warrant that any such contribution complies with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. We may report any breach of your warranty to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

## 13. **LIMITATION OF LIABILITY**

In no event will we, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, our Site, any websites linked to it, any content on our Site or such other websites or any services or items obtained through our Site or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

You agree to defend, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms or your use of the Site, including, but not limited to , your User Contributions, your use of any information obtained from the Site and any use of the Site's content, services and products other than as expressly authorised in these terms.

## 14. **WE ARE NOT RESPONSIBLE FOR VIRUSES**

We do not guarantee that our Site will be secure or free from bugs or viruses or any other type of malicious code or software.

You are responsible for configuring your technology to access our Site. You should use your own antivirus software.

## 15. **RULES ABOUT LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. The website in which you are linking must comply in all respects with the content standards set out in Clause 12.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

Our Site must not be framed or mirrored on any other Site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Site other than that set out above, please contact info@zingerfinance.com.au.

## 16. **AUSTRALIAN LAW APPLIES TO DISPUTES**

These terms of use, their subject matter and their formation, are governed by Australian law. You and we both agree that the courts in Australia will have exclusive jurisdiction.

## 17. **OUR TRADEMARKS ARE REGISTERED**

Zinger Finance and all related names, logos, product and service names, designs and slogans are our trademarks or the trade marks of our affiliates or licensors. You must not use such marks without our prior written permission unless they are part of material you are using as permitted under Clause 8. Other names, logos, product and service names, designs and slogans on this Site are the trademarks of their respective owners and are used by us under licence.

## 18. **PROHIBITED USES**

You may use the Site only for lawful purposes and in accordance with these terms. You agree not to use the Site:

- in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);

- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in Clause 12 of these terms;
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;
- to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or
- to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability.

Additionally, you agree not to:

- use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site;
- use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- use any manual process to monitor or copy any of the material on the Site or for any other unauthorised purpose without our prior written consent;
- use any automatic or manual process to reverse engineer or decompile any part of the Site;
- use any device, software or routine that interferes with the proper working of the Site;
- introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;
- attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
- attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Site.

We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

19. **ONLINE PURCHASES**

All purchases through our Site or other transactions for the sale of services or information formed through the Site or as a result of visits made by you are governed by our terms of sale which are incorporated into these terms.

20. **OTHER TERMS AND CONDITIONS**

Additional terms and conditions may also apply to specific portions, services or features of the Site. All such additional terms and conditions are incorporated by this reference into these terms.