

# TIMELIO WEBSITE TERMS AND CONDITIONS

Welcome to [www.timelio.com.au](http://www.timelio.com.au) (the Site). The Site is owned and operated by Timelio Pty Ltd ACN 169 389 771 (**Timelio/we/us**).

Transactions between we, Registered Sellers and Registered Investors (who might wish to buy invoices), are intended to be conducted as much as possible by electronic communications. Before acceptance of these Terms, and for this purpose, you confirm that you hereby consent to any provision or requirement for the giving of a signature or notice, time of receipt or sending, or other provision or requirement under any law, being satisfied by the electronic communications made in the course of our dealings with you, and as permitted by the *Electronic Transactions Act 2000 (Vic)*, *Electronic Transactions Act 2001 (Qld)*, *Electronic Transactions Act 2001 (ACT)*, *Electronic Transactions Act 2000 (NSW)*, *Electronic Transactions Act 2000 (NT)*, *Electronic Transactions Act 2000 (SA)*, *Electronic Transactions Act 2000 (Tas)*, *Electronic Transactions Act 2003 (WA)* and/ or *Electronic Transactions Act 1999 (Cwlth)*.

As part of identity verification processes, personal details provided will be matched to information held by the issuer or Official Record Holder via third party systems.

The use of this Site is subject to the following Terms & Conditions and any additional terms and conditions and notices displayed by us on this Site from time to time (together "**Terms of Use**"). In the Terms of Use, "you" means the person accessing or using this Site or the services provided through or in connection with this Site.

## 1. ACCEPTANCE

1.1. These Terms of Use govern your access to and use of the Site, including any information, content or materials that are located on, form part of or are available through or in connection with the Site (**Site Material**).

1.2. By browsing, accessing or using the Site or by using any facilities or services made available through it or by transacting through or on it, you acknowledge and warrant that you have read, understood and agree to be bound by the Terms of Use and any additional terms and conditions notified to you from time to time. The Terms of Use form a legally binding agreement between Timelio and you. If you do not agree to the Terms of Use, you must immediately exit and not access or use the Site.

## 2. SITE MATERIAL

2.1. The Site Material is general information and is not in the nature of advice. In particular, we do not hold ourselves out to offer any investment advice. To satisfy yourself that an invoice may be a satisfactory investment, you must seek independent financial advice.

2.2. Except as required by law, we give no express or implied warranties or guarantees, and make no representations, in relation to the Site Material. In particular, while care has been taken in creating this Site, Timelio does not warrant or represent that:

- 2.2.1. the Site Material is accurate, complete, up to date or suitable for any purpose;
- 2.2.2. the Site itself is free from any computer viruses or other defects; or
- 2.2.3. your access to this Site will be continuous or uninterrupted.

2.3. Some of the Site Material may be in its early concept stages (e.g. preliminary concept designs of system road map items and enhancements).

2.4. Your use of this Site is entirely at your own risk. You are responsible for making your own assessment of the information available on or through the Site, and you should make your own inquiries and seek independent advice from relevant professionals before acting or relying on any information or material contained on the Site.

2.5. You warrant that any material or information that you post or upload to the Site is accurate, true, complete and not misleading (including by omission). We will rely on the truth, accuracy and completeness of such information and material and may suffer loss and damage in the event it is inaccurate, false, incomplete or misleading.

## 3. BIDS

Upon:

3.1. registering an invoice for sale; or

3.2. submitting a bid to purchase an invoice, you make a binding and legally enforceable offer to sell or buy the invoice in accordance with the commercial terms of the offer.

#### 4. ACCEPTANCE OF RISK AND RELEASE FROM LIABILITY

4.1. You are wholly responsible for your participation on the Site and you use the Site at your own risk. You acknowledge that we are not responsible for, and accept no liability in relation to, your use of the Site or your conduct in connection with the Site in any circumstance.

4.2. You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Site, including any breach by you of these Terms of Use.

4.3. To the maximum extent permitted by law, we exclude all implied representations and warranties which might apply in relation to your use of the Site. You may have rights under the *Competition and Consumer Act 2010* (Cth) in respect of any goods or services supplied to you under these Terms of Use. If so, our liability to you is limited to, at our election:

4.3.1. in the case of goods supplied to you by us, replacement of the goods or supply of equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods or paying the cost of having the goods repaired; or

4.3.2. in the case of services supplied or offered by us, the supply of the services again or paying the cost of having the services supplied again.

4.4. Otherwise, to the maximum extent permitted by law, neither Timelio nor any of its officers, directors, employees, contractors, agents, information providers, suppliers, associated entities or clients will be liable for any loss, damage, cost or expense (including consequential loss or damage) to any person or entity, however caused (whether by negligence or otherwise), which may arise directly or indirectly in respect of any error, omission or misrepresentation in any information or material provided on this Site or otherwise as a result of or in connection with the use of this Site or any information or material provided on or through this Site.

#### 5. PROHIBITED ACTIVITIES

5.1. When using this Site, you must not:

5.1.1. infringe any intellectual property right (including copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;

5.1.2. reproduce any Site Content (as defined below) without our express written permission, which we may grant or withhold at our absolute discretion;

5.1.3. seek reimbursement from any other party for access to the Site or on-sell any information obtained from the Site;

5.1.4. engage in any conduct which is likely to mislead or deceive us or any other person, impersonate any other person while using the Site, conduct yourself in an offensive manner while using the Site, or use the Site for any illegal, immoral or harmful purpose;

5.1.5. submit, post, upload, email or otherwise send or transmit to the Site, or any user of the Site, anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the Site; or

5.1.6. interfere with the Site or the servers or networks underlying or connected to the Site or violate any of the procedures, policies or regulations of the Site or any networks connected to the Site.

#### 6. SECURITY

We use our reasonable endeavors to minimise viruses and bugs from infiltrating the Site, however, due to the nature of the internet, the Site may be affected by viruses or bugs from time to time. You must take your own precautions to ensure that the process which you employ for accessing the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Site or any linked website.

#### 7. INTELLECTUAL PROPERTY

7.1. The entire contents and design subsisting in, relating to or arising out of the Site and available through or in connection with the Site including but not limited to copyright, logos, trade marks, designs, text, graphics, images,

information, applications and other files, and their selection and arrangement (the **Site Content**) are the intellectual property of us, our content providers or our licensors, with all rights reserved.

7.2. You must not do anything, or omit to do anything, which may infringe these intellectual property rights, except with our express written permission. This includes reproducing any part of the Site or Site Content.

7.3. Unless we agree otherwise in writing, you are provided with access to this Site only for your personal, non-commercial use. You are authorised to print a copy of any information contained on this Site for your personal use, provided that you keep all copyright or other proprietary notices intact.

#### 8. LINKS TO OTHER WEBSITES

The Site may contain links to third party sites. Access to any other internet site linked to the Site is at your own risk and we accept no responsibility for the accuracy or reliability of any information, data, opinions, advice or statements made in any third party sites. Linked websites are responsible for their own terms and conditions of use.

#### 9. APPLICABLE LAW

9.1. The content, operation and interpretation of this Site and the Terms of Use will be governed by the laws of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the Courts of Victoria in the event of a dispute arising out of, or in connection with, this Site.

9.2. This Site may be accessed throughout Australia and overseas. Timelio makes no representation that the content provided by this Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for ensuring that your access to this Site is not illegal or prohibited by laws which apply to you.

#### 10. CONTACTING US

If you have any questions about our Terms of Use or any queries or concerns about this Site, please email us at [info@timelio.com.au](mailto:info@timelio.com.au). Alternatively, you may contact us by post at Level 39, ANZ Tower, 55 Collins Street, Melbourne 3000.

#### 11. CHANGES TO TERMS OF USE

We may change the Terms of Use at any time. If we do so, an amended version will be posted on the Site. Your continued use of the Site after any changes are made to the Terms of Use will be deemed to constitute your acceptance of those changes. If you object to any changes, your only remedy is to discontinue your use of the Site. You are responsible for keeping up to date with any changes by regularly reviewing these Terms of Use.