



RESIC Website Terms of Use

Welcome to RESIC Group. Please carefully read these Terms of Use before using any of the Websites.

1. Who are RESIC Group?

RESIC Group Pty Ltd ACN 670 152 253 owns and operates the following entities:

- (a) Holo Home Loans Pty Ltd ACN 604 562 781, trading as HoLo ([HoLo](#));
- (b) OHPG PTY LTD ACN 667 510 330, trading as Happy Buyers Club ([Happy Buyers Club](#));
- (c) RE Library Pty Ltd ACN 670 502 799, trading as Real Estate Library ([RE Library](#)); and
- (d) Develo Pty Ltd ACN 620 074 311, trading as Develo ([Develo](#)),

(together, we, us, our). These terms and conditions (**Terms of Use**) apply to your use of all the websites hyperlinked above (together, the **Websites**).

2. General

- (a) We offer services to our customers through the Websites.
- (b) By accessing or using the Websites, you agree to be bound by these Terms of Use between you and us.
- (c) These Terms of Use apply to the use of the Websites by all users.
- (d) When using particular services or features on the Website, in addition to these Terms of Use, additional policies or end user license agreements may apply to your use of that feature or service (**Additional Terms**). To the extent there is a conflict between these Terms of Use and any Additional Terms, the Additional Terms will supersede these Terms of Use.
- (e) We may review and amend these Terms of Use from time to time, by posting the new version on the Websites. Your continued use of the Websites after we post any changes to these Terms of Use will constitute your agreement to those changes effective from that date.

3. Disclaimer

- (a) The promotion of services on the Websites are invitations to treat only. We do not endorse or recommend any services that may be offered through the Websites. You must use your own judgment when deciding whether our services are suitable for you, and your selection and use of any service is at your own risk.
- (b) The Websites contain a range of information about products, services, and lenders to which we have access, and we endeavour to keep that information accurate and up to date. However, we do not warrant that the information provided is complete, accurate or current. Accordingly, you

must take reasonable steps to verify any information that you see on the Websites.

- (c) If you believe you have identified a mistake, please contact us at complaints@resicgroup.com.au.
- (d) Where we mention a third party service provider (e.g. a lender) on a Website, this does not mean we endorse them or their services. The Websites may contain links to other websites and content created by people other than us, and (depending on your use of the relevant Website) may rely on data from third party databases. We do not control, endorse, sponsor, approve or accept any responsibility or liability for the content available on any linked website, or the accuracy of any third party database.
- (e) All information on the Websites is of a general nature and does not take into account your personal needs and requirements. As we are not financial planners, none of the information should be construed as financial advice. Therefore, you should obtain your own professional advice before making any decision, or taking any action.
- (f) All calculations or results on calculators available on the Websites are illustrative, and only as accurate as the information you have entered. Any results shown on the Websites or in the calculators is not: financial advice; loan offers; or confirmation of your loan eligibility.
- (g) Without limiting clause 3(f):
 - (1) any default interest rates and figures featured are designed to assist you, and are subject to change;
 - (2) lender's fees and charges may apply; and
 - (3) lender policies and terms and conditions may change.

4. Licence

Provided that you comply with these Terms of Use and the Additional Terms (together, the **Rules**), we grant you a non-exclusive, non-transferable, limited right to access and use each Website in accordance with these Terms of Use, and to use the information, material or other content (**Content**) provided by us in connection with each Website.

5. Your conduct and obligations

- (a) You agree:
 - (1) to provide and maintain accurate and up-to-date information pertaining to your full name, email address and mobile phone number (where applicable). You can update your details by contacting us using the support email address or contact form provided within the Websites;



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- (2) that you are responsible for maintaining the confidentiality of your account credentials, as well as for all activities that occur via your account. As such, you agree to protect your account from unauthorised access or use;
 - (3) to comply with the Rules, and all applicable laws and regulations;
 - (4) to use the Websites in good faith; and
 - (5) (for the HoLo and Happy Buyers Club Websites) to use the Websites for your personal use or use with your borrowing partner only.
- (b) You must not, in your use of the Websites:
- (1) add, post or upload or communicate any Content or material to or using the Websites:
 - (A) unless you hold all necessary rights, licences and consents to do so; or
 - (B) which is misleading or deceptive in nature, constitutes unlawful activity, or infringes the intellectual property or other rights of any person;
 - (2) do anything which is fraudulent or unlawful, offensive, abusive, indecent, defamatory or menacing, or in breach of any rights of others;
 - (3) post commercial advertisements or promotional material; or
 - (4) collect information (including information about other users) for purposes outside these Terms of Use. In particular, you must not scrape or harvest information from the Websites for commercial purposes without our prior consent.
- (c) You must not (and must not allow a third party to) access the Websites in a manner that:
- (1) abuses or materially disrupts any aspect of the networks, security systems, or the Websites;
 - (2) interferes with the use of the Websites by other users;
 - (3) generates or facilitates unsolicited and unauthorised advertising or marketing communications;
 - (4) violates or facilitates the violation of our legal rights or those of our associates, suppliers or licensors, or of another user of the Websites;
 - (5) constitutes data collection or data mining activities on or in respect of the Websites without our prior written consent other than as authorised under these Terms of Use for the purpose of utilising the Websites;
 - (6) seeks to remove, alter, obscure or otherwise degrade watermarks or similar security measures that appear on images available on the Websites;
 - (7) constitutes conduct that is misleading or deceptive, or contravenes any applicable law; or
 - (8) otherwise constitutes abuse or inappropriate use of the Websites, in our sole discretion.
- (d) You must not use the Websites to intentionally distribute malware, viruses or any other computer code, files or programs of a destructive or deceptive nature.
- (e) We reserve our right to suspend your access to one or more of the Websites if, in our sole opinion, you breach your obligations or post comments which are abusive to other users.

6. Content

- (a) When you publish a post on a Website, you are allowing other users to access and use that information, and to associate it with you (that is, to your name and profile).
- (b) By using the Website, you warrant that any Content that you post or transmit on the Website, or otherwise transmit to any other member of Website by any other means, will not infringe any third party's intellectual property rights (including all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967 – together, **Intellectual Property Rights**).
- (c) By posting or transmitting any content on the Website, you:
 - (1) agree that you irrevocably assign to us all of your right, title and interest in and to any text, photos, videos or any other materials (of any type or variety) embodied in your post or transmission; and
 - (2) give us your complete and genuine consent to our use (in any way we deem appropriate) all or any portion of your post or transmission, even if such use would otherwise be an infringement of your



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moral rights (having the meaning given to that term in the *Copyright Act 1968* (Cth)).

7. Account

- (a) You must not use the Websites if you are not: a resident of Australia, New Zealand, the United Kingdom or the United States; and at least 18 years old.
- (b) Your experience of the Websites will depend on which of the Websites and the type of services you are accessing.
- (c) You will be creating a customer account ("**Customer User**") and your account credentials will be created by you.

8. Violations

- (a) Please support our community and report any violations of these Terms of Use by contacting us using the support email address or contact form provided within each Website.
- (b) If you breach these Terms of Use, in addition to any other remedies we may have, you are responsible for all duties, charges and legal fees (on a solicitor/own client basis) we incur in enforcing our rights.

9. Data collection

- (a) If you do not consent to the collection of your information as detailed in this clause 9, you must stop using the Websites.
- (b) You agree that we (and any third party who you may connect or interact with via the Websites) may collect, use, store and share aggregated, de-identified information including technical data, usage statistics and related information (collectively, **Data**) that is gathered periodically to facilitate our maintenance, updates, upgrades or changes to the Websites or services. We and our associates, suppliers or licensors may monitor, use and store Data to improve the Websites or services made available via the Websites.
- (c) We do not sell or allow any third party to commercialise your information in any way.
- (d) You acknowledge that we may be required by law or regulation to provide data collected from the Websites to a government or regulatory authority (including in connection with clause 9(b)) and you consent to the provision of any such data or information.

10. Privacy

- (a) We maintain a privacy policy that sets out how we handle your personal information. You should read our Privacy Policy at [\[insert URL\]](#). By accepting these Terms of Use, you will be taken to have read our privacy policy.

- (b) Our privacy policy is a non-contractual document prescribed by the Privacy Act. It does not impose any contractual obligations on us, and we disclaim any such contractual obligations.

- (c) You consent, acknowledge and agree that:
 - (1) any Personal Information disclosed to us via the use of the Websites may be disclosed to our associated entities, third party service providers or contractors, and/or stored on infrastructure used by us; and
 - (2) by continuing to use the Websites, you expressly agree and consent to the disclosure of any personal information in the manner permitted by this clause.

- (d) In this clause 10:
 - (1) **Privacy Act** means the *Privacy Act 1988* (Cth); and
 - (2) **Personal Information** has the meaning given in the Privacy Act.

11. Intellectual Property Rights

- (a) You acknowledge that we or our licensors or subsidiaries own all legal rights, title and interest in and to the Websites and the content contained on each Website, and nothing in these Terms of Use constitutes a transfer or assignment of any Intellectual Property Rights by us.
- (b) You must not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble, scrape, or interface (without our permission), or otherwise attempt to derive source code or data from any component of the Websites, or documentation or create or attempt to create a substitute or similar service or product through use of or access to the Websites or any of our services.
- (c) You must not use, register or attempt to register any trade marks or domain names that are derived from, substantially identical or deceptively similar to our own or those otherwise used on the Websites or in our services.

12. Availability and support

- (a) We make no warranty, and have no obligation to ensure that, the Websites are:
 - (1) available for use at any given time;
 - (2) compatible with the mobile device or computing platform, third party software or chosen internet browser you choose to access the Websites; or
 - (3) error-free.
- (b) We and our third party associates, suppliers or licensors do not, and are not obligated to, provide



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any technical or other support for the provision of the Websites under these Terms of Use.

(c) We may temporarily suspend (in part or in whole), and without prior notice to you, your access to one or more of the Websites if:

- (1) there is a malfunction, fault or breakdown of any of our (or our contractors) equipment or if we (or our contractor) needs to do any repairs, maintenance or service on any part of a Website;
- (2) we are required by law to do so;
- (3) an event of Exceptional Circumstance occurs, which affects or may affect our ability to provide a Website;
- (4) if someone claims a Website (or our provision of the Website) infringes the Intellectual Property Rights of any person;
- (5) if someone brings a claim that exposes us to liability or prosecution for an offence or liability to a statutory prosecution; or
- (6) if we determine you are in breach of these Terms of Use, including where we determine you have failed to meet your obligations under clause 5,

and a suspension for any of these reasons will not affect any right which accrue prior to, or after, suspension of our obligations under these terms.

(d) You acknowledge and agree that:

- (1) access to the Websites may occasionally be limited due to scheduled maintenance; and
- (2) access to the Websites is reliant upon various factors outside our control, including, without limitation, events of Exceptional Circumstance, your internet service provider, telecommunications provider or equipment used to access the Websites. While we will use reasonable endeavours to ensure you have continuous access to the Websites, we will not be liable to you or any other person for any claim or to any other extent for loss or damage caused by such factors.

(e) You will have no claim against us in respect of loss of access or functionality to the Websites.

(f) In this clause 12:

Exceptional Circumstance means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under these Terms of Use. Such circumstances include:

- (1) adverse changes in government regulations;
- (2) any disaster or act of God, lightning strikes, atmospheric disturbances, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (3) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, cyber attacks, viruses or malware, data loss as a result of the actions of a third party;
- (4) strikes or industrial disputes; and
- (5) acts or omissions of any third party network providers (such as internet, telephony or power provider).

13. Warranties

You warrant to us that:

- (a) you have full power and authority to enter into these Terms of Use;
- (b) all information that you provide to us whether directly or through the Websites is true, accurate and complete;
- (c) you will not allow any unauthorised access to the Websites, and you will notify us immediately upon becoming aware of any unauthorised access or use of the Websites or your account credentials; and
- (d) you will comply with any applicable laws or regulations in respect of your access to or use of the Websites.

14. Your responsibilities and liability

- (a) In using or accessing the Websites, you must uphold the Rules. The Rules outline our standards regarding your activity on the Websites.
- (b) You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Websites and any of our services or other content contained therein. It is your responsibility to investigate the service to determine whether it is suitable for you.

15. Our limitation of liability

- (a) You acknowledge and agree that the Websites contain general information and may include material from many different sources. We make no representation and do not warrant that the information provided on the Websites is complete, accurate or current. You must take reasonable steps to verify any information about services (including availability, eligibility requirements, or



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fitness for purpose) that you may see on the Websites.

- (b) You acknowledge and agree that our ability to provide access to the Websites is subject to:
- (1) you complying with your obligations under these Terms of Use, and any other limitation or exclusion set out in same; and
 - (2) your third party hardware and software (including browser of choice) meeting the minimum operating requirements for the Websites, as may be detailed on the Websites and updated from time to time.
- (c) We will not be liable for any virus, malware, trojan or similar malicious software program or code infecting your software or hardware as a result of your use of the Websites or interactions with third parties on the Websites.
- (d) To the full extent permitted by law:
- (1) we exclude all liability in respect of any loss of data, interruption of business or any indirect or consequential loss, loss of profits, loss of opportunity or incidental damages;
 - (2) we exclude all warranties and representations (express and implied) unless otherwise stated to the contrary in these Terms of Use; and
 - (3) in no event will our total aggregate liability under these Terms of Use (whether in contract, under a right of indemnity, tort or statute) exceed AUD\$100.
- (e) If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in relation to any good or service supplied by us in connection with these Terms of Use, and our liability for failing to comply with that guarantee cannot be excluded but may be limited, clauses 15(d)(1) and 15(d)(2) do not apply to that liability. Instead, our liability for that failure is limited (at our election) to:
- (1) in the case of a supply of goods, us replacing the goods or supplying equivalent goods or repairing the goods; or
 - (2) in the case of a supply of services, us supplying the services again or paying the cost of having the services supplied again.

16. Indemnity

- (a) You agree to indemnify us, our subsidiaries, and each of our officers and employees or agents (**Indemnified Parties**) from and against any loss, claim, liability, cost or expense incurred by an

Indemnified Party in respect of a third party claim arising from or in any way related to:

- (1) your breach of these Terms of Use;
 - (2) your infringement or alleged infringement of a third party's Intellectual Property Rights;
 - (3) your use of the Websites; or
 - (4) your violation of applicable laws or regulations in connection with your use of the Websites or any of our services.
- (b) We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

17. Termination

- (a) We may (temporarily or permanently) suspend, cancel or edit details of your account, or any of your Content, at any time in its sole discretion without notice.
- (b) You may delete your account on a Website at any time, at which point you release us from our obligations under these Terms of Use unless otherwise provided and we are free (but not required) to delete your account and related data Content from our systems.
- (c) These Terms of Use terminate automatically if, for any reason, we cease operating the Websites.
- (d) Any termination of these Terms of Use (or any component thereof) under this clause 17 will be without prejudice to the rights of the party terminating to seek and obtain damages for any breach of these Terms of Use by the other party.
- (e) We have no obligation to backup or otherwise retain data or Content on the Websites relating to your account and your interactions with us or other parties via the Websites after termination or cancellation under this clause 17.

18. Miscellaneous

- (a) These Terms of Use are governed by and construed in accordance with the laws of Queensland, Australia, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.
- (b) You must not assign, transfer or novate any of your rights or obligations (including your account) under or relating to these Terms of Use.
- (c) We may assign, transfer or novate any of our benefits, rights or obligations under or relating to these Terms of Use by notice in writing to you.
- (d) If a provision of these Terms of Use is illegal, invalid, unenforceable or void in a jurisdiction it is



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severed for that jurisdiction and the remainder of these Terms of Use have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.