

UCFSA Terms and Conditions

Web Site Terms and Conditions of Use

1. INTRODUCTION.

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Please read the terms and conditions of use set out below carefully before using this Site. The use of this Site and any transactions conducted on it is governed by these terms and conditions ("**Terms**").

References to "you", "your" and "yours" are references to the person(s) accessing the Site.

References to "we", "us" and "our" are references to UCFSA.

References to the Site include references to all social media channels, pages and accounts UCFSA operates.

2. ACCESS TO THE SITE.

By accessing, browsing and/or using the Site, you acknowledge that you have read, understood and agreed to be bound by these terms and conditions of use, including the Privacy Policy located at <https://ucfs.com.au/privacy-policy/> ("**Terms**") and to comply with all applicable Australian laws and regulations.

If you do not, or cannot, agree to the Terms, please do not use the Site or any of the services offered through the Site, or provide us with any Personal Information (as defined in the Privacy Policy). UCFSA reserves the right, in its sole discretion, to from time-to-time update, revise, supplement and to otherwise modify these Terms, and to impose new or additional terms and conditions on your use of the Site. Such updates, revisions, supplements, modifications and additional rules, polices, terms and conditions (collectively referred to in these Terms as "**Additional Terms**") will be effective immediately and incorporated into these Terms upon notice thereof, which may be given by any reasonable means including by posting to the Site.

Your continued viewing or use of the Site following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

3. ACCEPTABLE USE OF THE SITE.

The material on this Site contains general information about UCFSA's products and services. Unless expressly stated otherwise, this information does not constitute an offer or inducement to enter into a legally binding contract and does not form part of the terms and conditions for such products and services. All credit and merchant applications are subject to UCFSA's normal approval criteria.

In order to use the Site, you must obtain access to the World Wide Web directly or through devices that access Web-based content and pay any and all service fees associated with such access.

- **Use of Site Material.** The material provided on this Site, including the information and any images incorporated in the site, is for your personal private non-commercial use only. You may not modify, republish, post or transmit anything you obtain from this Site, including anything you download from the site, unless you first obtain our consent.
- **Security, Cracking and Hacking.** You are prohibited from violating or attempting to violate the security of the Site. Accordingly, you agree not to: (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to access; (iii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without

proper written authorization; or (iv) attempt to interfere with service to any user, host or network, including without limitation, by means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing" the Site. Violations of system or network security may result in civil or criminal liability. UCFSA reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the internet.

- **Third-Party Intellectual Property Rights.** Without limiting the foregoing, you may not, and by using the Site you agree not to, use the Site to: (i) transmit or post material that is protected by copyright, unless you are the copyright owner or have obtained the permission of the copyright owner to transmit it; (ii) transmit or post material that reveals trade secrets, unless you own them or have the permission of the owner to so transmit them; or (iii) transmit or post material that infringes on any Intellectual Property Rights (as defined below) of others or violates the privacy or rights of publicity of others. For purposes of these Terms, the term "**Intellectual Property Rights**" means collectively, rights under patent, design, trade mark, copyright and trade secret laws, laws protecting confidential information, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights.
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- a) IN THE CASE OF GOODS, INCLUDING SOFTWARE, TO THE EXTENT SOFTWARE IS CONSIDERED A GOOD UNDER APPLICABLE LAW – REPAIRING, REPLACING OR SUPPLYING EQUIVALENT GOODS, OR PAYING THE COST OF ANY OF THOSE REMEDIES; OR
- b) IN THE CASE OF SERVICES – SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

5. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, SHALL UCFSA OR ITS AFFILIATES, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND/OR INCIDENTAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SITE, ANY CONTENT AND/OR ANY RELATED SOFTWARE, EVEN IF UCFSA, UCFS OR AN AUTHORIZED UCFSA REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS, IN THE EVENT THE TERMS OF THIS SECTION, OR ANY PART OF THIS SECTION, SHALL BE HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, IN NO EVENT SHALL UCFSA'S TOTAL LIABILITY TO YOU, OR ANYONE CLAIMING BY OR THROUGH YOU, FOR ANY DAMAGES, LOSSES, CLAIMS AND/OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE EXCEED ONE HUNDRED AUSTRALIAN DOLLARS (AU\$100). FURTHER, YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS UCFSA AND ITS SPONSORS, BUSINESS AFFILIATES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS AND ACTIONS BROUGHT BY YOU OR ANY THIRD PARTY RESULTING FROM YOUR USE OF THE SITE IN VIOLATION OF THESE TERMS OR THE INFRINGEMENT BY YOU OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY.

6. GOVERNING LAW

These Terms are governed by and are to be construed in accordance with the laws of the State of New South Wales, Australia. You agree to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms, or this Site. If any provision of these Terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms, which will continue in full force and effect.

7. WAIVER AND SEVERABILITY

No delay or omission by UCFSA to exercise any right or any non-compliance on your part with respect to the Terms shall impair any such right or be construed to be a waiver by UCFSA. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction, provided, however, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

8. THIRD PART SITES

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10. USERS

You agree not to attempt to transfer any material of any kind to this Site which contains a virus, malicious computer code or any harmful component and not to otherwise attempt to alter the content of the Site. You agree that you are wholly responsible for use of the Site by any person using your computer and you agree to ensure that any such person complies with these Terms. You agree to immediately notify UCFSA of any unauthorised use of your e-mail address or any other breach of security.

11. DATA PROTECTION AND SECURITY

By agreeing to these Terms you agree to any of your Personal Information that you supply to us being handled in accordance with our Privacy Policy.

UCFSA has implemented security measures to help protect against the risk of loss, misuse and alteration of any information under its control. Nevertheless, such security measures may not prevent all loss, misuse or alteration of information on the Site, and to the extent permitted by law, UCFSA is not responsible for any damages or liabilities relating to any such security failures.

12. TERMINATION

These terms and your access to the Site may be terminated at any time by UCFSA without notice. All restrictions, disclaimers and limitations of liability by UCFSA will survive termination.