



# **SalaryFlex™ Website & App Terms of Use**

## **1. About This Website and Mobile Application**

This website is operated by SalaryFlex Pty Ltd (ACN 662 451 176) ("SalaryFlex") under various domain names which may be redirected to [www.salaryflex.com.au](http://www.salaryflex.com.au) ("SalaryFlex Websites"). SalaryFlex also has a mobile application ("App") which is available in the App Store and Google Play Store. By using, accessing, viewing or otherwise relying on the information, graphics and materials on the SalaryFlex Websites and/or mobile application ("Materials"), you agree to be subject to these Terms of Use ("Terms") and SalaryFlex's Privacy Policy. In addition to these Terms, there may also be specific terms governing your use of, and access to, certain sections of the SalaryFlex website or App. You will be bound by those additional terms if you access those sections of the website or App.

## **2. Product Information and Supply**

In order for you to use SalaryFlex's products and services, your employer must have entered into an Agreement with SalaryFlex, you must be an Australian resident of at least 18 years of age, and agree to SalaryFlex's User Agreement Terms & Conditions.

Material on the SalaryFlex Websites may contain general information about SalaryFlex's products and services. Unless expressly stated otherwise, this information:

- does not constitute an offer or inducement to enter into a legally binding contract;
- does not form part of the terms and conditions for SalaryFlex products and services; and
- is not intended to be financial advice and does not take into account any user's objectives, financial situation or needs.

## **3. Registration and security**

In order to use the SalaryFlex App, you are required to create a SalaryFlex account via the App (your "SalaryFlex Account"). Any such account is for your sole personal use, and you may not authorise others to use your account or otherwise transfer your account to any other person or entity.

## **4. Liability**

Nothing in these Terms restricts, excludes or modifies any consumer rights under any statute including the Competition and Consumer Act 2010 (Cth). If any law imposes a consumer guarantee in relation to any service provided by any SalaryFlex Website or App which cannot lawfully be excluded then, to the maximum extent permitted by law, our liability for any breach of such consumer guarantee will be limited to the supply of the relevant service again or the payment of the cost of having that service re-supplied.



Other than as set out in the previous paragraph, SalaryFlex and its affiliates are not liable (including in negligence) for any direct, indirect, consequential or other loss or damage which may arise out of, or in connection with:

- your use of the SalaryFlex App or Websites;
- your use of, or reliance on, any information, Material, Third Party Material, or Third Party Website contained in or linked from any SalaryFlex Website.

## 5. Warranties

While SalaryFlex has made every effort to ensure that all information contained on the SalaryFlex Websites and App is free from error, SalaryFlex does not warrant the accuracy, adequacy, suitability or completeness of any information or Material on the SalaryFlex Websites or App. Use of the SalaryFlex Websites or App (including any Material, information or feature contained on the SalaryFlex Websites or App) is at your own risk. SalaryFlex does not guarantee that the SalaryFlex Websites, App or Third Party Websites will be free from viruses, that the SalaryFlex Websites or App will be available, or that access to the SalaryFlex Websites or App or Third Party Websites will be uninterrupted. You are responsible for taking appropriate precautions for the protection of your computer system and data.

## 6. Intellectual Property

Unless otherwise stated, copyright in the Material on the SalaryFlex Websites and App is owned by or licensed to SalaryFlex. Except where necessary for viewing the Material on the SalaryFlex Websites on your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms of Use, no Material on the SalaryFlex Website may be reproduced, adapted, uploaded to a third party, linked to, framed, distributed, displayed or transmitted in any form by any process without the specific prior written consent of SalaryFlex. You must not use any trade mark displayed on the SalaryFlex Websites in any way without SalaryFlex's express prior written consent.

## 7. Privacy and the Use of the Website

Other than as detailed in these Terms, SalaryFlex's User Agreement Terms & Conditions and SalaryFlex's Privacy Policy, SalaryFlex does not collect any personal information about you when you use the SalaryFlex Websites or App unless:

- you provide it to us by completing an online application or online form or supplying us with your email address; or
- you log on and use one or more of the services available on the SalaryFlex Websites or App.

SalaryFlex may also use third parties to collect statistical information to measure the effectiveness of our online advertising.

If you use a link from the SalaryFlex Websites or App to a Third Party Website, the Third Party Website operator is responsible for the security and privacy of your information when you are viewing that website.



SalaryFlex's collection and use of your personal information is described in the SalaryFlex Privacy Policy. By accessing, viewing, or otherwise using any SalaryFlex Website or App you agree to be subject to SalaryFlex's Privacy Policy.

## 8. SalaryFlex's Use of "Cookies"

"Cookies" are small files of data that reside on your computer and allow us to recognise you as a SalaryFlex customer if you return to the SalaryFlex site using the same computer and browser or otherwise use the SalaryFlex Services. We may use cookies to recognise you so we can customise our services, content and advertising; measure promotional effectiveness, and promote trust and safety, and so that you don't need to re-enter your email address or password multiple times.

## 9. Linking to SalaryFlex Websites

You must not link to the SalaryFlex Websites without our express permission, unless you are an employer partner of SalaryFlex.

## 10. Acceptance and Changes to Terms of Use

You acknowledge and agree that your use of the SalaryFlex Websites indicates your acceptance of these Terms of Use and the Privacy Policy as varied from time to time. These are the current Terms of Use. SalaryFlex may at any time vary these Terms and/or the Privacy Policy by publishing updated versions on the SalaryFlex Websites. Your subsequent use of the SalaryFlex Websites constitutes acceptance of the varied Terms and/or Privacy Policy.

## 11. Disclaimer

SalaryFlex's Products and Services are not financial products and we are not required to, and do not, hold an Australian Financial Services Licence. Any withdrawal request paid to you is not consumer credit and is not regulated under the National Consumer Credit Protection Act 2009 (Cth). We are not required to, and do not, hold an Australian Credit Licence. Any information provided about SalaryFlex is factual information only. It is important that you read these Terms, User Agreement Terms & Conditions (available via the App) and our Privacy Policy (available from [www.salaryflex.com.au](http://www.salaryflex.com.au)) in full before you register for an account and make a withdrawal request.

## 12. Novation

SalaryFlex may novate/assign these Terms to a third party without your consent. You must not assign or novate these Terms without our prior written consent.

## 13. Jurisdiction

These Terms are governed by the laws of Victoria, Australia. All parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.