

Terms of use

1. Agreement to Terms of Use

1.1 These Terms and Conditions of Use (the “Terms of Use”) apply to the Website located at suncoastmortgages.com.au (the “Website”) and all associated Websites linked to the Website.

By using this website, you agree to these terms of use; if you do not agree, then do not use the website.

2. Content

2.1 All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively known as “Content”), including but not limited to the design, structure, selection, coordination, expression, ‘look and feel’ and arrangement of such Content, contained on the Website is owned, controlled or licensed by Suncoast Mortgages, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

2.2 Suncoast Mortgages does not, nor does any other party who provides Content to this Website make any warranty as to the accuracy, completeness or currency of the Content. As a user of this Website, you are required to make your own enquiries before entering into any transaction on the basis of or in reliance upon the Content. To the extent permitted by law, Suncoast Mortgages and its employees, officers, agents and contractors exclude all liability for any loss or damage (including without limitation, indirect, special or consequential loss or damage) arising from the use of, or reliance upon the Content whether or not this is caused by a negligent act or omission.

2.3 Except as expressly provided no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Suncoast Mortgages express prior written consent.

2.4 Suncoast Mortgages and each party providing Content to the Website are limited in its liability to the extent permitted by law, to the resupply of the Content. Suncoast Mortgages does not accept responsibility for any liability in respect of access to other content through the use of this Website.

3. Your Use of the Website

3.1 You must not attempt to gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any Suncoast Mortgages server, or to any other services offered on or through the Website by hacking or any other illegitimate means.

3.2 You must not scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.

3.3 You must not trace or seek to trace any information of any user or customer of Suncoast Mortgages, including any Suncoast Mortgages account not owned by you to its source. You may not exploit the Website or any service or information made available or offered by or through the Website in any way where the purpose is to reveal any information, including but not limited to personal identification or information, as provided for by the Website.

3.4 You agree that you will not take any action that imposes an unreasonably large burden on the infrastructure of the Website or Suncoast Mortgages systems or networks, or any systems or networks connected to the Website or to Suncoast Mortgages.

3.5 You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

3.6 You must not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Suncoast Mortgages on or through the Website or any service offered on or through the Website. You must not pretend that you are or that you represent, someone else, or impersonate any other individual or entity.

3.7 You must not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Suncoast Mortgages or others.

4. Purchases; Other Terms and Conditions

4.1 Additional terms and conditions may apply to the purchase of goods or services and to specific portions or features of the Website all of which terms are made a part of these Terms of Use by this paragraph.

4.2 You agree to abide by such other terms and conditions, including (where applicable) representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Website or for any service offered on

or through the Website, the latter terms shall have authority with respect to your use of that portion of the Website or the specific service.

5. Disclaimers

5.1 Suncoast Mortgages makes no representations or warranties of any kind, express or implied, as to the operation of this website or the information, content, materials, or products included on this website. You expressly agree that your use of this website is at your own risk.

5.2 To the full extent permissible by applicable law, Suncoast Mortgages disclaims all warranties, express or implied, Suncoast Mortgages does not warrant that its website, its servers, or email sent from Suncoast Mortgages are free of viruses or other harmful components. Suncoast Mortgages will not be liable for any damages of any kind arising from the use of this website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

5.3 You assume total responsibility for your use of the website. Your sole remedy against Suncoast Mortgages for dissatisfaction with the website or any content is to stop using the website or any such content. This limitation of relief is a part of the bargain between the parties.

5.4 The above disclaimer applies to but is not limited to, any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorised access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

5.5 Suncoast Mortgages reserves the right to do the following, at any time, without notice:

- (a) Modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason;
- (b) Modify or change the Website, or any portion of the Website, including prices, and any applicable policies or terms; and
- (c) To interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

6. Indemnity

6.1 You must indemnify and hold harmless Suncoast Mortgages or its employee's contractors and agents and keep them indemnified against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:

(a) any breach by you of these Terms; or

(b) reliance by you on any information obtained through the Suncoast Mortgages Website.

7. Applicable Law

7.1 The Website (excluding any linked third party Websites) is controlled by Suncoast Mortgages. By accessing this Website, you accept that any disputes about this Website or the Content are to be determined by the Courts having jurisdiction in Queensland in accordance with the laws in force in Queensland and you submit to this jurisdiction (subject to the application of any principal of conflict of laws inconsistent with this requirement).

7.2 Although this Website can be accessed throughout Australia and overseas, Suncoast Mortgages does not represent that the content of this Website complies with the laws (including the intellectual property laws) of countries outside Australia. If you access this Website from outside Australia, you do this on your own responsibility and are responsible for ensuring compliance with all laws in the place where you are located.