

Terms of Use

A. About the Website

1. Welcome to ('Website'). The Website
2. The Website is operated by JustFund Pty Ltd. Together with our Privacy Policy, Cookie Policy, Credit Policies, and Disclosure Documents, these Terms govern our relationship with you in relation to this website. Nothing in these Terms shall be construed to supersede or override any mandatory requirements imposed by the National Credit Code (for Australia) or other applicable credit legislation, which shall prevail in the event of any inconsistency.
3. Please read these terms and conditions ('Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
4. JustFund reserves the right to review and change any of the Terms by updating this page at its sole discretion. Any changes to the Terms take immediate effect from the date of their publication.

B. Acceptance of the Terms

1. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you in the user interface.

C. Copyright and Intellectual Property

1. The Website, the content and all of the related products and services of JustFund are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the content are owned or controlled for these purposes, and are reserved by JustFund or its contributors.
2. All trademarks, service marks and trade names are owned, registered and/or licensed by JustFund, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 1. use the Website pursuant to the Terms;
 2. copy and store the Website and the material contained in the Website in your device's cache memory; and
 3. print pages from the Website for your own personal and non-commercial use.
3. JustFund does not grant you any other rights whatsoever in relation to the Website or the content. All other rights are expressly reserved by .

4. JustFund retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer any:
 1. business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 2. a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 3. a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
5. Proprietary Information and Trade Secrets: You acknowledge that JustFund's proprietary underwriting algorithms, internal systems, unique assessment methodologies, and associated data models constitute highly sensitive 'Confidential Information' and 'Trade Secrets' of JustFund. You are strictly prohibited from: (a) reverse-engineering, decompiling, disassembling, or attempting to derive the source code or underlying logic of any of the foregoing; (b) scraping, framing, or attempting to extract this intellectual property or proprietary data through automated means or otherwise; or (c) using any such information to build a competitive product or service.
6. You may not, without the prior written permission of JustFund and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the content or third party content for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

D. General Information Only

1. The content on this website is for your general information and use only. It is not intended to amount to advice on which you should rely and does not constitute financial advice, legal advice nor credit advice under the National Consumer Credit Protection Act 2009 (Cth).
2. Although we make reasonable efforts to update the information on our site, neither we nor any third parties provide any representation, warranty or guarantee (whether express or implied) as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. Such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
3. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It is your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
4. Pre-Approvals and Eligibility Checks: Any indication of eligibility or "pre-approval" generated by this Website or our automated systems is non-binding and for information purposes only. Such indicators do not constitute an offer of funding and are subject to formal review, verification, and final approval by JustFund's Investment Committee.

5. Third-Party Law Firm Referrals: While JustFund may provide referrals or recommendations to third-party law firms, these are for your convenience only. JustFund does not endorse, supervise, or guarantee the quality, accuracy, or outcome of the legal advice or services provided by any third-party law firm. Your relationship with any such firm is independent and strictly between you and that firm. JustFund assumes no liability for any acts, omissions, or legal services provided by these third parties.

E. Internal Sharing of Information Amongst JustFund Entities

1. By using this Website or providing any information to JustFund, you acknowledge and agree that the data and information you provide—whether personal, financial, or otherwise—may be shared among JustFund Pty Ltd and its directly or indirectly owned subsidiaries, affiliates, or related entities (collectively, “JustFund Group Entities”) without the need for any further or written consent from you and in accordance with with JustFund conflict management requirements.
2. Such internal sharing may occur for legitimate purposes, including but not limited to: delivering, managing, or improving funding services; legal, regulatory, or governance compliance; operational support, analytics, risk management, and internal reporting.
3. JustFund Group Entities will handle your information with the same level of confidentiality and protection as set out in our Privacy Policy, in alignment with applicable laws and in accordance with the handling of information described in those policies.
4. Your continued use of the Website or our services constitutes your acceptance of this internal sharing arrangement. If you do not accept these terms, you should discontinue your use of the Website and any related services immediately.

F. General Disclaimer

1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
2. To the extent permitted by law:
 - a. all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - b. JustFund will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the content or these Terms (including as a result of not being able to use the content or the late supply of the content), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
3. Use of the Website and the content is at your own risk. Everything on the Website and the content is provided to you “as is” and “as available” without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and

licensors of JustFund make any express or implied representation or warranty about the content or any products or content (including the products or content of JustFund) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- a. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - b. the accuracy, suitability or currency of any information on the Website, the content, or any of its content related products (including third party material and advertisements on the Website);
 - c. costs incurred as a result of you using the Website, the content or any of the products of JustFund; and
 - d. the content or operation in respect to links which are provided for your convenience.
4. Third-Party Content and Links: JustFund expressly disclaims all responsibility and liability for any third-party information, advertisements, products, services, or websites accessible via links on the Website. We do not endorse, supervise, or guarantee the accuracy, reliability, or security of any such third-party content. Your access to, and reliance upon, any third-party content is entirely at your own risk, and you acknowledge that JustFund is not a party to any transaction or relationship you may form with such third parties.

G. Limitation of liability

1. You expressly understand and agree that JustFund, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
2. You acknowledge and agree that JustFund holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing your content to the Website.

H. Dispute Resolution

1. Any dispute, controversy, or claim arising out of or relating to these Terms or the use of the Website, including the formation, interpretation, breach, or termination thereof, shall be resolved through mandatory, binding individual arbitration. By agreeing to these Terms, you and JustFund each waive the right to participate in a class action lawsuit or class-wide arbitration. This provision does not prevent either party from seeking

injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement of intellectual property rights.

I. Indemnification

1. You agree to indemnify, defend, and hold harmless JustFund, its directors, officers, employees, agents, and affiliates (collectively, the “Indemnified Parties”) from and against any and all claims, liabilities, damages, losses, or expenses (including, without limitation, reasonable legal fees and costs) arising out of or in any way connected with:
 - a. your misuse of the Website or services;
 - b. your breach or violation of these Terms; or
 - c. any fraudulent, negligent, or unlawful act or omission by you, including in connection with any application for funding submitted through the Website.
2. This indemnification obligation shall survive the termination of your relationship with JustFund and your use of the Website.

J. Governing Law

1. The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia.