

# **Terms and Conditions**

## **About Us**

The Website [www.wizdomcentral.com](http://www.wizdomcentral.com) (WiZDOM Central) is operated by – WiZTEC Pty Ltd A.C.N 623 252 504.

## **1. Registration**

You must register a User Account to access and use the Website and Services. You must provide us with certain personal information (which may include your name, address, and telephone number) and your current email address in order to register a User Account, access and use the Services. We may use your notified email address to contact you or send you notifications, alerts, and other communications from time to time. You acknowledge that we may be unable to provide you with the Services or contact you unless you provide us with a current email address and agree to promptly update us if you change your email address. User Accounts are only available to persons who are at least eighteen years of age or otherwise have the permission of an adult. If you do not qualify for a User Account, do not apply for, or register a User Account or use this Website. By registering a User Account for the Website, you warrant that you are at least eighteen years of age or otherwise have the permission of an adult. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use when registering a User Account or using the Website. User Accounts must be applied for using the online registration process available on the Website. An application to register a User Account constitutes an offer by you to register a User Account of the type selected and is subject to acceptance by us at our sole discretion. We will confirm acceptance to you by sending you an email or other notice confirming that your User Account has been enacted. We reserve the right to refuse an application for registration of a User Account by any person for any reason at our discretion.

## **2. Referring Provider**

If you acquired a User Account via a Referring Provider, your access to the Website continues only while the arrangement between us and the Referring Provider continues, subject to this paragraph. You agree that the Referring Provider may upload materials to your Account and will have full access (including editing capability) to all Materials you upload to the Website or the Referring Provider uploads on your behalf. We are not responsible for any access to or use of your Materials by the Referring Provider. If our arrangement with the Referring Provider ends for any reason, we may offer you an opportunity to continue your access to the Website and Materials by a direct arrangement with us, subject to these Terms. If you are a Referring Provider, you warrant that the holder of the applicable User Account consents to your access to their Materials.

## **3. Usernames and Passwords**

Your User Account and the Services are accessible via a unique username and password combination. You are responsible for submitting your own username and password as part of

and in accordance with the requirements of the online User Account registration process. Usernames are subject to availability and any other restrictions (including acceptable numbers and types of characters) as specified on the Website from time to time. We will not publish or disclose your email address or password to any person unless you ask or permit us to do so. You are responsible for taking all necessary steps to prevent unauthorised disclosure of or access to your password. You are solely responsible for all use of your password and for the actions undertaken and are solely liable for (and indemnify, defend and hold harmless WIZTEC its officers, directors, employees, agents, contractors, licensors and suppliers from and against) all losses, expenses, claims, proceedings, damages and costs (including actual, special, direct, indirect, incidental, exemplary or consequential) of every kind and nature (Losses) suffered by any person directly or indirectly as a result of: (i) you disclosing your password to a third party; (ii) you failing to take all necessary steps to prevent unauthorised disclosure of or access to your password; (iii) any person's access to or use of your password or an Additional Password; or (iv) access to or use of your Materials by a Referring Provider. You must notify us immediately by email if you have any reason to believe that your password has become known to anyone else without your authorisation, or if your password, or is likely to be, used in an unauthorised manner. In such a case, we will cancel the relevant password and send you a new one by email within a reasonable time of being notified. You may change any new password allocated by us by updating your User Account settings after you have logged into the Website.

## 4. Subscription Fees

At this stage there are no subscription or users' fees.

In the future certain types of User Accounts may be subject to payment of monthly Subscription Fees. The features of those User Accounts and applicable Subscription Fees will be advised at the time of introduction of the service.

## 7. Cancellations and suspensions

You may cancel your User Account at any time by giving us 14 days written notice. Please contact us in writing by email to cancel your User Account. We may cancel or suspend your User Account at any time immediately on notice to you if you breach these Terms (including our Privacy Policy). We may also cancel or suspend your User Account, your access to the Website or the operation of the Website in its entirety at any time at our discretion. Upon cancellation of your User Account we will: (i) immediately cease providing you with the Services; (ii) deny you access to your Materials through the Website; (iii) email an electronic copy of your Materials to your last notified email address and (iv) subject to the "retention of your information" clause below, delete all personal information you have provided to us or uploaded to our database for access via the Website, but we may retain and use at our discretion any information that you have provided to us that is not personal information. Please see our Privacy Policy for further information about how we collect and use your information.

## 8. Retention of your information

We will retain a copy of your Materials until 14 days after the date on which your User Account expires or is cancelled for any reason or your access to the Website is terminated, whichever occurs first. On expiry or cancellation of your User Account or your access to the Website or the Materials, we will allow you 14 days to download a copy of the Materials. We may delete or destroy your Materials at any time after that date at our discretion. You are solely responsible for

complying with accounting, tax, and other applicable laws. You must ensure that uploading and storage of your Materials to the Website meets applicable law including data retention laws.

## 9. Intellectual property

Material and content displayed on or comprised by the Website, including but not limited to text, graphics, logos, button icons, images, the Website layout, and software, is subject to copyright owned by WiZTEC, its related entities or its content suppliers and is protected by the Copyright Act 1968 (Cth) and other international copyright and intellectual property laws. Brands, names, images, and logos displayed on the Website may be the subject of registered trademarks of WiZTEC, its related entities, affiliates or its service providers and protected by the Trademarks Act 1995 (Cth) and other international trademark laws. You may access, display, download and print portions of the Website only for your own private non-commercial use and to access services via the Website. This permission is subject to you not modifying the content displayed on this Website, keeping intact all copyright, trademark, and other proprietary notices, and any additional restrictions or express exceptions displayed on the Website. Any other use of material on the Website, including but not limited to the reproduction, modification, distribution, transmission, re-publication or display of the content on this site is strictly prohibited.

## 10. Right to upload and reproduce materials

You must not upload to our database any materials which infringe any third party's copyright, patent, trademark, trade secret, confidentiality, privacy or other proprietary or intellectual property rights or which violate any applicable law, statute, ordinance, or regulation. You agree to comply with WiZTEC's procedures and policies in respect of uploading information and materials as specified on the Website from time to time. You warrant that you own all copyright in, or otherwise have the right to upload to our database, reproduce and permit us to reproduce, your Materials. Solely to enable us to provide the Services to you, you agree to grant us, or warrant that you have procured for us from the copyright owner or licensor, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to do and authorise the doing of all acts comprised in the copyright in all of your Materials.

## 11. ISP charges

Your internet service provider may impose a connection or data charge for all Materials uploaded to or downloaded from the Website. You are responsible for informing yourself about and paying any applicable connection or data charges.

## 12. Notifications

We may send automatically generated updates, alerts, reminders, or other notifications (together Notifications) to your last notified email address from time to time if you elect to receive such Notifications as part of the Services. You may elect to receive only specific types of Notifications and may deactivate any Notifications by written notice to us at any time. We will use reasonable endeavours to cease sending you Notifications within a reasonable time after receiving your written notification to deactivate Notifications. We may also cease to provide Notifications at any time at our sole discretion. You acknowledge that Notifications may include your User Account username and information regarding your financial affairs or accounts (such as due dates and outstanding balances), and you consent to us including such information in Notifications and

sending such Notifications to your last notified email address. If you do not agree to us including such information in Notifications, do not elect to receive Notifications.

## 13. Third Party Providers

For us to provide the Services to you or for you to access Third Party Websites and Third Party Accounts via the Website, we may be required from time to time to: (a) use your Materials to access or directly link to Third Party Websites and your Third Party Accounts; (b) disclose your Materials to Third Party Providers; (c) retrieve information from Third Party Providers and Third Party Websites about you or about your Third Party Accounts; and (d) view details of your Third Party Accounts.

We currently engage AWS (Amazon Web Services) Head Office location 410 Terry Avenue North, Seattle, WA 98109- to provide us with the resources necessary for us to perform the above actions. You consent to us disclosing your Materials to AWS for that purpose or any third party deemed appropriate. By registering a User Account and accessing the Services, you expressly authorise WiZTEC and AWS to perform the above actions on your behalf and appoint WiZTEC and AWS jointly and severally as your agent for the purpose of performing the above actions and any other actions necessary to provide the Services. You acknowledge and agree that WiZTEC and AWS act as your agent and not as the agent of any Third-Party Provider when performing the above actions or providing the Services. You acknowledge and agree that the use of your Materials by AWS is subject to AWS's own privacy policies and terms ((available at <http://www.AWS.com/privacy-policy/>) and that we are not responsible for such use.

You should ensure that you have read, understood, and accept AWS's privacy policies and terms as notified by AWS before registering a User Account or accessing the Services and that you keep up to date with any changes to such policies and terms as may occur from time to time.

You represent and warrant that you are the owner of the Materials and each Third-Party Account and are authorised to: (a) disclose the Materials to WiZTEC; and (b) appoint WiZTEC and AWS as your agent for the above purposes. Any Third-Party Account details, balances or information shown on the Website represent the most recent information provided to WiZTEC by the relevant Third-Party Provider. WiZTEC gives no warranty or guarantee that such information is accurate or complete and is not responsible for the accuracy or completeness of such information. You acknowledge and agree that: (a) AWS are a third-party beneficiary under these Terms; (b) AWS are therefore entitled to all of the rights, protections, and benefits of these Terms; and (c) a reference to WiZTEC is a reference to AWS for the purposes of AWS enjoying the rights, protections and benefits of these Terms.

We do not collect or store your bank account information for direct debit purposes.

## 14. Third Party Material

The Website may provide links or references to Third Party Websites or display material sourced from a third party (including a service supplier or consumer) (Third Party Material), including Third Party Websites and Third-Party Material which WiZTEC may refer to you based on Materials you provide. WiZTEC is not responsible for, liable for and does not endorse the content of: Third Party Websites or Third-Party Material; any use (or misuse) of information you may supply to or obtain from a Third-Party Website, Third Party Provider, or any Third-Party Material; or for any goods or services offered to or used by you via Third Party Websites or from Third Party Providers. WiZTEC does not warrant or represent the accuracy, utility or any other characteristic of Third-Party Material or information or content appearing on Third Party Websites. WiZTEC is not a party to or responsible for any transactions you may enter into with any third parties, even

if you learn of such parties (or use a link to such parties) from this Website. WiZTEC may receive referral fees from or pay referral fees to Third Party Providers: (a) which are linked or referred to on the Website; (b) which are referred to you by WiZTEC in the course of providing the Services; (c) which refer you to WiZDOM Central, the Services or the Website; or (d) with which you choose to transact as a result of your use of the Website or Services.

## 15. Information on the Website

Information on this Website may or may not change from time to time. It is not promised or guaranteed to be correct, current, or complete. This Website may contain technical inaccuracies or typographical errors. You acknowledge and agree that the effectiveness of the Services may depend on the accuracy and completeness of information provided by you and of the Materials you may upload via the Website. WiZTEC assumes no responsibility (and expressly disclaims responsibility) for updating this Website to keep information current or to ensure the accuracy or completeness of any posted information, including information and Materials posted or uploaded by you. Accordingly, you should confirm the accuracy and completeness of all posted information and Materials before using the Services or making any decision related to any products or services described on or referred to by this Website.

## 16. Functions of the Website

The Website may provide various functions, resources, and financial management tools (including calculators) from time to time (Management Tools). Such Management Tools rely on data provided by you, Third Party Providers and Third-Party Websites and make assumptions based on such data to generate information and results. The information and results generated by such Management Tools are estimates only based on available data and are not guaranteed or warranted by WiZTEC to be accurate or reliable. The Management Tools are provided for information purposes only and should not be relied on as a substitute for professional advice. WiZTEC does not warrant or guarantee that the Management Tools or the functions of the Management Tools are accurate or reliable, use appropriate assumptions, are fit for your particular purpose or are otherwise suitable for your use.

## 17. Technical requirements

Access to the Services may only be available to compatible devices which meet specific system or software requirements specified on the Website from time to time. WiZTEC gives no warranty or guarantee that access to or use of the Services will be available to all devices and you are solely responsible for ensuring that any device you use meets system, software or other requirements specified on the Website from time to time.

## 18. Security of electronic communications

You acknowledge and agree that there are security and delivery risks in using electronic mail and transmitting data via the Internet. Accordingly, WiZTEC gives no guarantee that any electronic communication you send to us, any Notification that we send you or any data transmission you make via the Website (including uploading any Materials) will be secure, uninterrupted, or delivered. You make such communications and transactions and agree to receive Notifications at your own risk. In particular, by communicating with us electronically, electing to receive Notifications or transmitting data via the Website (including uploading any Materials), you accept the risk of interception of such communications, transmissions, Notifications and Materials by third parties and of non-receipt or delayed receipt of such communications, transmissions, Notifications and Materials by us and you, as applicable.

## 19. Viruses

You are responsible for protecting your computer from malicious or destructive content and programs such as viruses, worms, and Trojans, and to protect your information as you deem appropriate.

## 20. Use of the Website

We reserve the right to limit the volume of Materials you may upload to our database and the volume of transactions you conduct on the Website at any time. You agree to comply with all applicable domestic and international laws (including common law) applicable to your use of the Website. Without limitation, you agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website, including, but not limited to, by uploading or transmitting through the Website any viruses, worms, trojans or other potentially destructive programs designed to interfere with, interrupt or disrupt the normal operating procedures of the Website or any computer. You must not post on the Website any material that is abusive, defamatory, obscene, contrary to law or to the rights of any party. WiZTEC may block/delete from the Website any material posted to the Website that WiZTEC decides contravenes that requirement. You must not impersonate or misappropriate the identity of another person. You must use the Website for personal and non-commercial purposes only. You must not attempt to use the Website or any of its content to solicit others to participate in any organisation or commercial on-line service. Use of the Website in contravention of these Terms may result in you being banned from the Website, being liable to WiZTEC for breach of contract and/or infringing applicable law. You must retain backup copies of all Materials you upload to the Website. We adopt commercially reasonable efforts to protect and preserve the Materials but accept no liability for any loss of or damage to the Materials, however caused.

## 21. No advice

WiZTEC is not a financial, accounting, investment, legal, tax or other adviser. You acknowledge and agree that the Services are provided solely to assist you to manage your financial and other information and to communicate with Third Party Providers and do not constitute the provision of financial, accounting, investment, legal, tax or other advice by WiZTEC. You should consider obtaining professional financial, accounting, investment, legal, tax and other applicable advice suitable to your particular circumstances before deciding to obtain products or services from any Third-Party Provider.

## 22. Disclaimer of warranty

Use of this Website is at your sole risk. To the extent legally permitted, all materials, information, products, programs, functions, and services are provided "as is", with no warranties or guarantees whatsoever. WiZTEC expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary and intellectual property rights. Without limitation, WiZTEC does not represent or warrant that the functions within the Website will be accurate, reliable, uninterrupted, error-free, or secure, that any defects will be corrected, or that the Website or the server/s that makes the Website available is free of viruses or other harmful elements. You agree that in using the Website you have not relied on any statement or representation made by WiZTEC not expressly

contained in these Terms. You understand and agree that if you download or otherwise obtain materials, information, products, software, programs, or services, you do so at your own discretion and risk and that you will be solely responsible for any damages that may result, including loss of data or damage to your computer system. If applicable law prohibits the exclusion of any of the warranties, guarantees, conditions or representations referred to above, to the extent legally permitted, WIZTEC limits its liability for breach of any such warranties, guarantees, conditions or representations to resupply of the affected products or services or payment of the cost of resupply of the affected products or services, at WIZTEC's discretion.

## 23. Limitation of liability

To the extent legally permitted, in no event will WIZTEC be liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from this Website or any use of this Website, or of any site or resource linked to, referenced or accessed through this Website, or for the use or downloading, or access to, any materials, information, products or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if WIZTEC is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort (including negligence) or any other legal theories. To the extent that the above exclusion of liability is unenforceable, invalid, or ineffective for any reason, it will be severed from these Terms and WIZTEC's maximum aggregate liability for all losses, damages and other amounts referred to in the above exclusion of liability under any cause of action referred to in the above exclusion of liability is limited to AUD\$50.00.

## 24. Indemnity

You agree to indemnify, defend, and hold harmless WIZTEC, its officers, directors, employees, agents, contractors, licensors and suppliers from and against all Losses made by any other party due to or arising out of any violation of these Terms, any terms and policies it incorporates by reference, the rights of another party, any applicable law, statute, ordinance or regulation or due to or arising out of any activity related to your User Account (including negligent or wrongful conduct) by you or any other person accessing the Website using your Internet account, your User Account or password.

## 25. Privacy

Your privacy is important to WIZTEC. Further information about the collection and use of your personal information is contained in our Privacy Policy. By accessing, browsing, or using this Website, or by supplying any information to WIZTEC you acknowledge that you have read, understood, and agree with the terms of our Privacy Policy.

## 26. Notifying us

To notify us, please email us at [feedback.wisdomcentral@wisdom.com.au](mailto:feedback.wisdomcentral@wisdom.com.au)

## 27. Severance

If any part of these Terms is deemed unlawful, void or for any reason unenforceable then that provision is deemed to be severed from these Terms and does not affect the validity and enforceability of any of the remaining provisions of these Terms.

## 28. Waiver

No failures to exercise and no delay in exercising on our part any right or privilege under these Terms operates as a waiver thereof. A waiver by us of any breach of these Terms does not prevent the subsequent enforcement of that provision and will not be deemed to be a waiver of any subsequent breach of that or any other provision.

## 29. Entire agreement

These Terms and any other document referred to herein constitute the entire and only agreement between you and WIZTEC in relation to its subject matter and replace and extinguish all prior or simultaneous agreements, undertakings, arrangements, understanding or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on statements, warranties or representations given or made by any of them in relation to the subject matters of these Terms, save those expressly set out in these Terms, and that, to the extent legally permitted, they have no rights or remedies with respect to such subject matter otherwise than under these Terms.

## 30. Force Majeure

We will be under no liability to you in respect of anything which may constitute a breach of these Terms arising by reason of force majeure, or circumstances beyond our control including, but not limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, war, terrorism, civil commotion or civil authority, including acts of local government and parliamentary authority, inability to supply the Services, telecommunications failure, materials, breakdown of equipment and disputes of whatever nature and for whatever cause arising including, but without prejudice to the generality of the foregoing, work to rule, overtime bars, strikes and lock outs.

## 31. Assignment

You are not allowed to assign, novate, delegate or sub-contract any of your rights and obligations under these Terms. We may assign, novate, delegate or sub-contract any of our rights and obligations under these Terms at our discretion.

## 32. Relationship

Unless otherwise expressly stated in these Terms, nothing in these Terms creates or is intended to create any relationship of partnership, joint venture, employment or similar between the parties. You have no authority to bind us or our related entities in any way.



### 33. Applicable law

These Terms are governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and its appellate courts.

### 34. Definitions

For the purposes of these Terms:

Materials	means any information, data, documents, or other materials you or your Guests provide us or upload to our database via this Website from time to time for future access by you or your authorised representatives or Guests through the Website or for the purposes of you or your Guests accessing and using the Services or of us providing the Services, which may include Third Party Account details and usernames and passwords for Third Party Websites.
Referring provider	means a Third-Party Provider with whom we have a contractual arrangement to offer access to the Website to its clients enabling you to open a User Account and access the Website including via a white-labelled version of the Website specific to that Third Party Provider while the arrangement continues.
Services	means the provision of a financial information management service and any other services offered via the Website from time to time, including providing access to and information about third party financial products and services; providing budgeting and other financial management tools; collating and storing financial information and other Materials provided by you; facilitating communication between you and Third Party Providers; and acting as your agent to consolidate and access Third Party Accounts and other information held by Third Party Providers for the purposes of displaying Third Party Account details on the Website, facilitating communication between you and Third Party Providers and otherwise managing your financial information.

Subscription fee	means the subscription fee payable in respect of the applicable User Account type, as specified on the Website from time to time.
Third party accounts	means bank accounts, financial accounts, loan accounts and any other financial or other accounts or facilities in your name provided and operated by a Third-Party Provider of which you are a customer and which you choose to access through the Website via a link to the Third-Party Website.
Third Party Provider	means any third-party product or service provider (including financial product or service providers): (a) referred to on the Website; (b) of which you are a customer; or (c) which provides products or services via a website linked to the Website including a Referring Provider.
Third Party Website	means any website or other application distribution platform (including mobile applications) operated by a Third-Party Provider or any other third party, including such websites linked to or referred to by the Website.
User Account	means a user account to enable access to and use of the Website of the type you selected when registering as a user of the Website, as varied by you from time to time, with differing functionality and Subscription Fees applying to the different types of user accounts, as specified on the Website from time to time.
Website	means the website located at <a href="mailto:wizdomcentral@wizdom.com">wizdomcentral@wizdom.com</a> . and any other application distribution platform (including mobile applications) through which WIZTEC provides the Services.