

## **Website Terms & Conditions ("Terms of Use")**

Use of this website is subject to the following terms:

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This website is operated by Data Action Pty Ltd on behalf of AFG Securities Pty Ltd (ABN 09 119 343 118) and its related entities ("AFG").

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To the extent permitted by law, AFG accepts no responsibility for any loss occasioned to any person acting or refraining from action as a result of the unavailability of any service that may be accessed through this website.

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We may receive payments from operators or owners of third party websites in relation to goods or services supplied to you by them as a result of you linking to their website from ours.

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You must not link to our website without our prior written permission.

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- the supply of goods or services again;
- the repair of the goods; or
- the payment of the cost of having the goods or services supplied again or repaired.

### **AFG methods of enforcement**

AFG may use a technical or legal remedy or a combination of both in order to maintain the service and ensure that the law is obeyed including termination of service or issuing of legal proceedings.

If AFG believes that your use of this website or that you have not complied with the law in any way, AFG may:

- warn you by email;
- without notice suspend your access to this website or other AFG website services;
- terminate your access to this website;
- notify and provide relevant information to any government agency or authority, as seems appropriate in the circumstances; and/or
- issue and conduct legal proceedings in any appropriate Court or Tribunal.

## Termination

These Terms of Use and your access to this website and associated services may be terminated at any time by AFG without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by AFG will survive such termination, however, you will no longer be authorised to access this website and AFG may take active steps to prevent you accessing the website.

## Definitions

In these Terms of Use:

- "Linked website" means any other website accessed via a link from this website
- "Loss" means any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered
- and transaction alert and notification service
- "AFG", "us" or "our" means AFG Securities Pty Ltd or an entity of Australian Finance Group Ltd
- "This website" means all, or any part of the website accessed via the AFG Securities online banking link at <https://online.afghomeloans.com.au>