

# Finstro Website, Web Portals & Finstro Mobile App– Terms of Use

## 1. About our Terms of Use

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This website policy and mobile application policy applies to the Finstro website, Finstro web portals and Finstro mobile applications ("**the System**"), which is owned and operated on behalf of Finstro Holdings Pty Ltd ACN 605 121 364 and its related bodies corporate (**we, us and our**).

These Terms of Use explain our obligations as a service provider and your obligations as a customer, including users on a free trial basis. These terms govern any use of our service and apply to you from the time you have access to the service, including if you are a user on a free trial basis.

We are committed to protecting your privacy.

This policy explains how your personal information will be treated as you access and interact with the System.

Our Terms of Use may change from time to time. It is your obligation to ensure that you have read, understood and agree to the most recent terms available on our website, web portals and mobile applications. By accessing, viewing or otherwise using the System, you agree to be subject to these Terms of Use.

## 2. Collection and use of information

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We may collect personal information from you directly or via your use of our services. We will only collect personal information which is reasonably necessary for, or directly related to, our functions or activities.

## 3. Use of the System

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Finstro grants you the right to access and use the website, web portals and mobile applications according to your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to these Terms of Use.

## 4. Functionality of the System

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The System has the following functions:

- The System is a cash management tool which allows subscribers (including if you are on a free trial) to synchronize with your cloud based accounting software for cashflow analysis with payment reminders, collection services, automated payments, and customer credit alerts.
- The System allows credit checks and searches to be conducted on customers and suppliers. Subscribers to the System will be informed of the relevant charges when conducting such searches.
- The System allows users to access Finstro's credit and payment products (subject to separate terms and conditions) through its website, web portals and mobile applications.

## **5. Compatibility and Data Synchronization with other software**

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The System has the ability to synchronize between your cloud based accounting software and the System in order to view real time business intelligence.

Any sales, purchases and cash balance data appearing in the System is a result of the synchronization process between the subscribers of the cloud based accounting software and the System. We are not responsible for any acts or omissions or any other matter relating to your use of cloud based accounting software.

## **6. Warranties**

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You represent and warrant to us that:

- (a) you have the legal capacity to enter these Terms of Use; and
- (b) you have abided by the Terms of Use relating to your use of the System.

## **7. Sensitive information**

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Sensitive information is any information about a person's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record or health information.

We will not ask you to disclose sensitive information, but if you elect to provide sensitive information it will also be captured and stored.

## **8. IP addresses**

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Your IP address is the identifier for your computer, mobile or other internet connected device when you are using the internet.

It may be necessary for us to collect your IP address for your interaction with various parts of the System.

## **9. Access Conditions**

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You must ensure that all usernames and passwords required to access the System are kept secure and confidential. You must immediately inform us of any unauthorized access or breach of security along with taking all reasonable actions to maintain or enhance the security of our services.

As a condition of these terms, when using the System you must:

- (a) not attempt to interfere with the operational integrity of the System or overload the system;
- (b) not use, or misuse, the System in any way which may disrupt the functionality of the website, or other systems used to deliver the service;
- (c) not attempt to gain unauthorised access to any materials other than those which you have been given express permission to access;

- (d) not transmit, or enter into the System, any files, whether synchronised from your cloud based accounting software or through manual inputs, that may damage any other person's computing devices, content that may be offensive or exploit sensitive information, or material or data in contravention of any law; and
- (e) not attempt to modify, reproduce, adapt or decompile any computer programs used to support or operate the System except as is necessary to use either of them for normal operation.

## **10. Indemnity**

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You indemnify Finstro Holdings Pty Ltd against any liability, loss, claims, costs and expenses suffered or incurred by Finstro Holdings Pty Ltd arising from your negligence, misrepresentation, fraud, breach of law or breach of these terms except where such loss arises from mistake, fraud, negligence or wilful misconduct by us, our employees, our agent or a receiver.

## **11. Online applications**

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When you send a completed online application to us, we retain the information contained in that application. We are able to then use that information to provide any financial services that you require.

You can also suspend and save online applications, so you can complete and send the applications at a later time. If you suspend or save your application, the information that you have entered will be retained in our systems so that you may recover the information when you resume your application. Online applications that have been suspended or saved may be viewed by us.

## **12. Information from third parties**

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Our website also contains links to the websites of third party providers of goods and services (**Third Party websites**). If you have accessed Third Party websites through our website and if those third parties collect information about you, we may also collect or have access to that information as part of our arrangements with those third parties

Where you access a Third Party website from our website, cookie information, information about your preferences or other information you have provided about yourself may be shared between us and the third party.

## **13. Advertising and tracking**

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When you view our advertisements on a Third Party website, the advertising company uses 'cookies' and in some cases 'web beacons' to collect information such as:

- the server your computer is logged onto;
- your browser type;
- the date and time of your visit; and
- the performance of their marketing efforts.

When you access our website after viewing one of our advertisements on a Third Party website, the advertising company collects information on how you utilise our website (eg which pages you view) and whether you complete an online application.

## **14. Cookies**

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We use 'cookies' to provide you with better and more customised service and with a more effective website.

A 'cookie' is a small text file placed on your computer by our web page server. A cookie can later be retrieved by our webpage servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your internet browser.

We use cookies for different purposes such as:

- to allocate a unique number to your internet browsers;
- to customise our website for you;
- for statistical purposes;
- to identify if you have accessed a Third Party Website; and
- for security purposes.

## **15. Governing Law**

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You agree that your use of the System will be governed by all applicable laws of New South Wales, or where applicable, Australia.

## **16. Security of information**

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The security of your information is very important to us.

We regularly review developments in security and encryption technologies. Unfortunately, no data transmission over the internet can be guaranteed as totally secure.

We take all reasonable steps to protect the information in our systems from misuse, interference, loss, and any unauthorised access, modification or disclosure.

We take reasonable steps to preserve the security of cookie and personal information in accordance with this policy. If your browser is suitably configured, it will advise you whether the information you are sending us will be secure (encrypted) or not secure (unencrypted).

## **17. Direct marketing**

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We will not use or disclose sensitive information about you for direct marketing purposes unless you have consented to that kind of use or disclosure.

We may use your personal information for direct marketing purposes. If you do not wish to receive direct marketing communications from us or from other organisations, or wish to know the source of the information being used, you may submit a request to [support@finstro.com.au](mailto:support@finstro.com.au) or phone 1800 693 467 . We will respond to your request as soon as practicable.

## **18. Disclosure to overseas entities**

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We do not generally disclose personal information obtained from cookies to overseas entities in the course of our activities.

Please contact us via email [support@finstro.com.au](mailto:support@finstro.com.au) or phone 1800 693467 if you would like further information.

## **19. Availability and accuracy of information and the System**

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We will do everything possible to ensure that the System is always available to you. However, we do not warrant that the System will operate at any time, and the System may be temporarily unavailable (for example, when we are conducting maintenance on the System). You should promptly advise us of any faults or unavailability.

We may from time to time and without notice to you:

- place limits on the nature of transactions that can be made and the information that can be obtained using the System; or
- change the software, system or equipment required to access the System. It is your responsibility to supply and maintain any software or equipment (such as a personal computer, internet browser, modem or touch tone telephone) that may be necessary for you to access the System.

We may change, suspend, cancel or deny access to the System at any time without prior notice to you.

## **20. Disclaimer**

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- (a). Subject to any rights or warranties which cannot be excluded by reason of any law, including the Competition and Consumer Act 2010 (Cth) or similar state or territory legislation, Finstro Holdings Pty Ltd makes no representation or warranty with respect to the use of the System and accepts no liability for any loss or damage whether direct, indirect or consequential arising out of access, use (or inability to use or access in whole or in part) or reliance upon, any information or services contained on or accessed through the System (including information contained in sites linked to the Finstro website).
- (b). To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- (c). To the fullest extent permitted by law, where law prohibits any part of this disclaimer, Finstro Holdings Pty Ltd's liability is limited to re-supply of any information or services or the cost of re-supply of information or services. Use of any product and services accessible through the System is subject to the terms and conditions governing use of those products and services.

## **21. Failure to pay monthly subscription fee**

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If you fail to pay the monthly subscription fee associated with your use of the System as and when due, we may cancel your access to the System from the date that is the last day of the calendar month after the calendar month in which the monthly fee is due to be paid.

## **22. General**

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- (a). You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms of Use.
- (b). If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- (c). Each party must at its own expense do everything reasonably necessary to give full effect to these Terms of Use and the events contemplated by it.