

MIDDLE DISCOVERY JOURNEY: USER TERMS

By accessing or using the Middle Portal, you agree to be bound by these User Terms.

1. Introduction

Middle Technology Australia Pty Ltd (ACN 649 575 315) (**Middle, we, us, our**) provides an information technology platform via <https://middle.finance> and its subdomains (**Middle Portal**) through which:

- (a) the Middle Discovery Journey service is offered and provided by Middle;
- (b) information is shared with you and your mortgage broker.

2. Middle Discovery Journey

- 2.1 The Middle Discovery Journey is designed to help you prepare for a home loan application, with the assistance of your mortgage broker.
- 2.2 When you submit a request to use the Middle Discovery Journey, you agree to us acting on your behalf to obtain information about you from third party data source providers.
- 2.3 We will share your Middle Discovery Journey with your elected mortgage broker.

3. Change to these terms

- 3.1 We may make changes to these User Terms by providing you with notice via the Middle Portal or otherwise.
- 3.2 If you continue to use the Middle Portal after any change to these User Terms, you will be taken to have accepted the change.

4. Middle User Account

Registration

- 4.1 In order to use the Middle Portal, you must register a user account (**Middle User Account**) through the Middle Portal.
- 4.2 We may suspend or terminate one or more of your Middle User Accounts and your access to the Middle Portal if any of the information provided by you is inaccurate, incomplete or out of date.

Confirmations

- 4.3 You are responsible for safeguarding your Middle User Account and must take reasonable steps to do so, such as using a

secure network. You agree that you will not share your login details with any third party and that you will take sole responsibility for any actions or inactions undertaken on your Middle User Account.

- 4.4 You will immediately notify us of any unauthorised use of your Middle User Account.

5. Prohibited conduct

- 5.1 You agree that you will not (either yourself or through a third party):
 - (a) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process (**Automated Process**) to process, monitor, copy or extract any web pages on or content accessed through the Middle Portal, or any of the information without our prior written permission;
 - (b) use any Automated Process to aggregate or combine information, content or data contained within or accessible through the Middle Portal with information, content or data accessible via or sourced from any third party;
 - (c) use any device, software (including but not limited to introducing a virus, a worm or other malicious code), process or routine to interfere or attempt to interfere with the proper working of the Middle Portal or any process being conducted on or through it;
 - (d) reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formulae or processes in respect of the software underlying the infrastructure and processes associated with the Middle Portal;
 - (e) post or otherwise distribute information on or through the Middle Portal that would be in breach of another person's intellectual property rights or is confidential to a third party without their permission;
 - (f) post or otherwise distribute on or through the Middle Portal any of the

following forms of content the nature of which may be determined by us in our sole discretion:

- (i) defamatory, obscene, harassing, threatening or other unlawful material or information; or
- (ii) photographs containing obscene images;

(g) use the Middle Portal for any other unlawful purpose or activity.

5.2 You must not:

- (a) impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, your financial employment or personal circumstances or your affiliation with any person or entity;
- (b) solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes.

6. Availability

Middle may, from time to time, change, add or delete functions, features, service levels, performance or other characteristics of the Middle Portal and the Middle Discovery Journey Service and correct errors or upgrade the Middle Portal and the Middle Discovery Journey Service. Middle is not liable to you for any such change Middle makes. Middle does not guarantee that any change, addition, deletion, correction, patch or new version will be compatible with any other application, software connected to the Middle Portal and the Discovery Journey Service. Middle will provide reasonable assistance but reserves the right to refuse to provide assistance in its sole discretion should Middle determine that your request is unreasonable.

7. Acknowledgements, representations and warranties

Acknowledgements you make

7.1 You acknowledge and agree that you:

- (a) will not disguise or interfere in any way with the IP address of the computer you are using to access the Middle Portal or otherwise take steps to prevent us from correctly identifying the Middle IP address of

the computer you are using whilst accessing the Middle Portal;

- (b) upon submission of your Middle Client Discovery Journey, declare that all information is true, accurate and up to date.; and
- (c) understand that we do not warrant the accuracy of the data we collect from various third-party sources.

Representations and warranties you make

7.2 You represent and warrant that the information you provide to us is true, current and correct.

8. Communications and notices

Communications and notices to be given by you under these User Terms (other than those exchanges of information occurring in the normal operation of the Middle Portal) should be sent to us in the manner prescribed in the 'Contact' page on the Middle Portal.

9. Liability

Indemnity and limitation of liability

9.1 You agree to indemnify and hold us and our associated companies, affiliates, officers, directors, agents and employees harmless from any liabilities, claims, losses or demands arising out of:

- (a) your fraud
- (b) any falsehood or inaccuracy provided by you; or
- (c) another person using or trading on your Middle User Account (whether or not authorised by you)

9.2 To the extent permitted by law:

- (a) we do not accept liability for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of the Middle Discovery Journey services or the Middle Portal.
- (b) any condition, warranty or guarantee which would otherwise be implied by these User Terms is hereby excluded; and
- (c) our liability to you for breach of a condition, warranty or guarantee implied by such legislation shall be limited, at our sole discretion, to the re-provision of services.

9.3 To the extent permitted by law, we will have no liability for any loss or damage that you may suffer because of any matter beyond our reasonable control including any: act of God; power cut; trade or labour dispute; act, failure or omission of any government or authority; obstruction or failure of telecommunication services; or any other delay or failure caused by a third party. In such an event, we reserve the right to cancel or suspend the Middle Discovery Journey service or Middle Portal without incurring any liability.

9.4 Nothing in these User Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which applies to these User Terms under the *Competition and Consumer Act 2010* (Cth) or any similar State legislation and which cannot be excluded, restricted or modified.

10. Intellectual property

10.1 The trade marks, service marks and logos (**Trade Marks**) used in the Middle Portal are our or our licensor's registered or unregistered Trade Marks. You may not copy, reproduce, adapt or transmit any Trade Mark in any form without our prior written consent and/or the consent of our licensors.

10.2 The Middle Portal website address <https://middle.finance> is our uniform resource locator (**URL**). You must not make any use of this URL (or any other URL owned by us) on another website or digital platform without our prior written consent.

10.3 The Middle Portal, its associated layout and design, are our property.

10.4 You agree to assign to us any intellectual property rights (including copyright) relating to any request for Middle Discovery Journey Insights made by you on the Middle Portal. We own all rights in any data and related content on the Middle Portal. Your registration and use of our Middle Portal confers no rights whatsoever to the content and related intellectual property rights contained in our Middle Portal. You agree not to monitor, use or copy our web pages or any content on the Middle Portal, including without limitation any price data. Any unauthorised use or reproduction may be prosecuted

11. Links to third party websites

The Middle Portal may provide links to access various other websites on the internet (**Third Party Websites**). We do not endorse, warrant or guarantee the accuracy, copyright compliance, legality, decency, or any other aspect of the content of any Third Party Websites. The inclusion of Third Party Websites does not imply any association with the Third Party Websites' operators.

12. Questions and complaints

Getting assistance

12.1 If you need assistance with your access to and use of the Middle Discovery Journey services or the Middle Portal, you may e-mail us at support@middle.finance.

12.2 We may record telephone calls and reserve the right to monitor all information relating to your use of the Middle Discovery Journey services or the Middle Portal.

Complaints

12.3 If you want to make a complaint about Middle you can e-mail complaints@middle.finance, with brief details of your complaint and your Middle User Account number. Our customer service staff will acknowledge your complaint by e-mail as soon as is practicable.

12.4 We will acknowledge receipt of your complaint as promptly as possible. We will endeavour to investigate and resolve your complaint within 30 days. If it is a complex matter, we may need to ask you for an extension, if this is the case we will provide you with an explanation of why we need the extension, as well as regular updates once the extension has been granted by you. If you do not consent to an extension, we may be unable to resolve your complaint.

12.5 If you are unsatisfied with our response, you can lodge a complaint to the Australian Financial Complaints Authority (**AFCA**) (see <https://www.afca.org.au/about-afca/contact-us>).

12.6 Please note that you are required to lodge a complaint with us directly at least 30 days prior to contacting AFCA.

13. General

Governing law

- 13.1 These User Terms are governed by the laws of New South Wales. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales.

Severability

- 13.2 If a provision of these User Terms is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of these User Terms.

Assignment

- 13.3 You may not assign any part of these User Terms without our written consent but we may assign these User Terms to any third party without notice to you.
- 13.4 Middle may novate, or assign or otherwise deal with any of its rights or obligations under these User Terms to any person without obtaining your prior written consent.