

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 (**we, us, our**) provides an information technology platform (**Middle Portal**) through which:

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

2. Middle Discovery Journey

- 2.1 The Middle Discovery Journey is designed to help you prepare for a loan application, with the assistance of your 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 including information about you we obtain from third party data source providers with your nominated broker.

3. Changes to these terms

- 3.1 We may make changes to these User Terms by providing you with notice via the Middle Portal or in any other way agreed by you.
- 3.2 If we make any changes to these User Terms, we will act reasonably and will give you notice of the changes not later than the day on which the change takes effect.
- 3.3 If you continue to use the Middle Portal after you have been notified of any change(s) to these User Terms, you will be taken to have accepted the change(s).

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 a Middle User Account and your access to the Middle Portal if we consider it reasonably necessary to restore or maintain the security of our systems, to manage a material or immediate risk, or to prevent loss to you or us. We may also suspend or terminate any 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Accounts and your access to the Middle Portal if any of the information provided by you is inaccurate, incomplete or out of date.
- 4.3 If we suspend or terminate any of your Middle User Accounts and/or your access to the Middle Portal, we will act reasonably and notify you promptly (which may be after the suspension or termination has taken effect).

Confirmations

- 4.4 You are responsible for safeguarding your Middle User Account and must take reasonable steps to do so, such as using a secure network. You must not share your login details with any third party and you take sole responsibility for any actions or inactions undertaken on your Middle User Account.
- 4.5 You must immediately notify us of any unauthorised use of your Middle User Account.

5. Prohibited conduct

- 5.1 You must 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 consent;

- (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) except to the extent expressly permitted by any provision of an applicable law that cannot lawfully be excluded, 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; and/or
- (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; and/or
- (b) solicit personal information from anyone or solicit passwords or personally identifying information through the Middle Portal 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 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.

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; and
- (b) 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 through the Middle Portal and the Middle Discovery Journey is true, current and accurate to the best of your knowledge and belief.

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. Suspension or cancellation by us

We may cancel or suspend the Middle Portal or the Middle Discovery Journey service at any time. We will endeavour to provide reasonable notice of any such cancellation or suspension, but we reserve the right to cancel or suspend the Middle Portal or the Middle Discovery Journey service immediately without notice if we consider it reasonably necessary to restore or maintain the security of our systems, to manage a material or immediate risk, or to prevent loss to you or us.

10. Limitation of liability

- 10.1 To the extent permitted by law:
- (a) we do not accept liability for any loss or damage that you may directly or indirectly suffer in connection with your use of the Middle Discovery Journey services or the Middle Portal, including any loss or damage that you may suffer because we cancel or suspend the Middle Portal or the Middle Discovery Journey service;
 - (b) any condition, warranty or guarantee that 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 is limited, at our sole discretion, to the re-provision of services.
- 10.2 Clause 10.1 does not apply to the extent that:
- (a) any loss or damage arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees or our agents; and
 - (b) any guarantee, condition, warranty, right or remedy that applies to these User Terms under the

11. Intellectual property

- 11.1 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.
- 11.2 The Middle Portal website address is our uniform resource locator. You must not make any use of this website address (or any other website address owned by us) on another website or digital platform without our prior written consent.
- 11.3 The Middle Portal, its associated layout and design, are our property.
- 11.4 You 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 the Middle Portal confers no rights whatsoever to the content and related intellectual property rights contained in the Middle Portal. You must not monitor, use or copy our web pages or any content on the Middle Portal, including without limitation any price data. We reserve our rights in relation to any unauthorised use or reproduction of the Middle Portal.

12. Links to third party websites

The Middle Portal may include links to websites operated by third parties (**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 Website included within the Middle Portal, and (to the extent permitted by law) we are not responsible for any error, omission or inaccuracy of any information contained within any Third Party Website. The inclusion of any Third Party Website within the Middle Portal does not imply any association with the Third Party Websites' operators.

13. Questions and complaints

Getting assistance

- 13.1 If you need assistance with your access to and use of the Middle Discovery Journey services or the Middle Portal, e-mail us at support@middle.finance.
- 13.2 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

- 13.3 If you want to make a complaint about Middle, you can email complaints@middle.finance, with brief details of your complaint and your Middle User Account number. Our customer service staff will acknowledge your complaint by email as soon as is practicable.
- 13.4 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, it may take us longer than 30 days to resolve your complaint, and so we may need to ask you for more time to resolve your complaint.
- 13.5 If you are unsatisfied with our response, you can lodge a complaint to the Australian Financial Complaints Authority (AFCA) (see www.afca.org.au/about-afca/contact-us). You should lodge a complaint with us before contacting AFCA.

14. General

Governing law

- 14.1 These User Terms will be governed by and construed in accordance with the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

Severability

- 14.2 If any provision of these User Terms is or becomes illegal, unenforceable or void 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

- 14.3 You may not assign, novate or otherwise deal with any of your rights or obligations under these User Terms without our prior written consent.
- 14.4 We may assign, novate or otherwise deal with any of our rights or obligations under these User Terms to any person without your consent. We may disclose information about you to any person involved in an actual or proposed assignment, novation or dealing by us with our rights under these User Terms.