

# Website Terms and Conditions

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## Website Terms and Conditions

In these Terms and Conditions (Terms), 'IronArch', 'we', 'us' and 'our' refers to BKSS Holdings Pty Ltd ACN 667 896 657 and its controlled entities (including RefiNow Pty Ltd ACN 667 908 518, FinNow Pty Ltd ABN 66 675 214 016 BKSS Property Management Pty Ltd ACN 667 906 677, IronArch Invest Pty Ltd 675 569 310, IronArch Ventures Pty Ltd ACN 673 155 309), collectively "The Group".

These Terms govern your use of any of the IronArch websites (the "Websites") operated by the Group. By accessing or using the Website(s), you agree to be bound by these Terms.

The Websites include all operated by the Group, including [www.IronArch.com.au](http://www.IronArch.com.au), [www.FinNow.com.au](http://www.FinNow.com.au), and any other website operated by the Group from time to time.

If you do not agree with any part of these Terms, you must not use the Website.

### 1. Use of the Websites

- 1.1. You agree to use the Websites only for lawful purposes and in a manner consistent with all applicable laws and regulations.
- 1.2. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password.

### 2. Services Offered

- 2.1. The Websites provide general information about financial services offered by the Group and does not purport to be accurate or complete

### 3. No Financial Advice

- 3.1. The information provided on the Websites is for general informational purposes only and should not be construed as financial advice.
- 3.2. The Websites have been prepared without taking into account the objectives, financial situation or needs of any user of the Websites. Users should conduct their own due diligence, consider the appropriateness of the information in the Website(s) having regard to their own objectives, financial situation and needs, and seek financial, legal and taxation advice appropriate to their jurisdiction.

### 4. Disclaimer

- 4.1. The Website may contain certain "Forward Looking Statements". Forward Looking Statements can generally be identified by the use of words such as "anticipate," "believe," "expect," "estimate," "plan," "intend," "project," "may," "will," "would," "could," "should," "potential," "possible," "seek," "predict," "contemplate," "continue," "likely," "probable" or other similar expressions.
- 4.2. Forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause actual results or performance to differ materially from those expressed or implied by such forward-looking statements. These risks and uncertainties include, among others, changes in economic conditions, changes in governmental regulations, unforeseen technological developments, competition, and other factors that may affect future results of the company.
- 4.3. Forward looking statements are not guarantees of future performance, and actual results, performance or achievements in respect of any forward looking statement may vary materially.
- 4.4. No member of the Group and its affiliates, related entities, officers, directors, employees, agents, licensors, and suppliers (collectively, Relevant Persons) make any representation or warranty with respect to the accuracy or completeness of any information on the Websites, including any forward looking statement or the accuracy of underlying assumptions in relation to it, or the achievements of the Group of any particular transaction.
- 4.5. Information about past performance given in this document is given for illustrative purposes only and should not be relied on as, and is not, an indication of future performance.
- 4.6. The Group disclaims any obligation to update any forward-looking statements, whether as a result of new information, future events, or otherwise.

- 4.7. The Websites are provided as is, and we make no express or implied representations or warranties regarding them. Specifically, and without limitation, we do not warrant that the Websites will be secure, error-free, free from viruses or malicious code, or will meet any particular criteria of performance or quality. We expressly disclaim all implied warranties including, without limitation, warranties of merchantability, title, fitness for particular purpose, non-infringement, compatibility, security and accuracy.
- 4.8. Your use of the Websites is at your own risk and you assume full responsibility and risk of loss resulting from your use, including, without limitation, with respect to loss of service or data.
- 4.9. Certain links on the Websites may lead to websites, resources or tools maintained by third parties over whom we have no control. If you choose to follow those links or use those tools use of those websites will be subject to the terms and conditions associated with them and you will be agreeing to those terms with the relevant host.
- 4.10. We reserve the right to modify or discontinue, temporarily or permanently, any part of the Websites or the services offered through the Websites without notice.

## 5. Intellectual Property

- 5.1. The content on the Websites, including but not limited to text, graphics, logos, images, and software, is the property or licensed property of IronArch and is protected by copyright laws.

## 6. Privacy Policy

- 6.1. Your use of the Websites is also governed by our Privacy Policy, which is incorporated by reference into these Terms. Please review our Privacy Policy to understand our practices regarding the collection, use, and disclosure of your personal information.

## 7. Limitation of Liability

- 7.1. To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to your use of or inability to use the Websites.
- 7.2. To the extent that any such liability cannot be disclaimed but can be limited, the aggregate liability of the Group and Relevant Persons is AU\$2.00 (two Australian dollars and zero cents).
- 7.3. If any portion of the Terms is invalid or unenforceable in any jurisdiction then in that jurisdiction that portion shall be construed to the maximum extent permitted in order to effect its intent as nearly as possible, and the remainder of the Terms shall remain in full force and effect.

## 8. Governing Law

- 8.1. These Terms shall be governed by and construed in accordance with the laws of New South Wales, without regard to its conflict of law provisions.

## 9. Changes to Terms

- 9.1. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. It is your responsibility to review these Terms periodically for changes. Your continued use of the Websites following the posting of any changes to these Terms constitutes acceptance of those changes.