

# Website terms and conditions

## 1. Introduction

- 1.1. These terms and conditions shall govern your use of Columbus Capital Pty Limited ACN 119 531 252 and its related bodies corporate in Australia and overseas (the **Columbus Group**) and its Related Bodies Corporate outlined below ("**Columbus Group**", "**we**", "**us**" and "**our**") websites ("**website**") owned and operated by the following entities and their related bodies corporate:
- (a) Columbus Capital Pty Limited ACN 119 531 252 and its related bodies corporate (as defined in section 50 of the *Corporations Act 2001* (Cth));
  - (b) Columbus Capital Pty Limited ACN 119 531 252 trading as Origin Mortgage Management Services Australian Financial Services Licence 337303 and Australian Credit Licence 337303; and
  - (c) Homestar Finance Pty Ltd ACN 109 413 498 Australian Credit Licence 390860; and
  - (d) the following websites:
    - (i) [www.colcap.com.au](http://www.colcap.com.au)
    - (ii) [www.homestarfinance.com.au](http://www.homestarfinance.com.au); and
    - (iii) [www.originmms.com.au](http://www.originmms.com.au),
- all of the above to be referred to as the (**Columbus Capital Group**) any other company which is at any time a wholly owned subsidiary of any of the above companies.
- 1.2. References to Columbus Group includes associated entities and related companies and all staff, contractors and agents of Columbus Group.
- 1.3. Your access to this website is subject to these terms and conditions, the Columbus Group privacy policy, notices, disclaimers, any other terms and conditions or other statements contained on this website, and, if you use any of the services identified on this website, including our debt management services or credit assistance services (the "**services**") for which additional or alternative terms and conditions may be referred to, all of the mentioned terms and conditions will be referred to collectively as "**terms and conditions**").
- 1.4. By accessing, viewing or using our website or our services, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.5. We may change these terms and conditions at our sole discretion and without notice. By continuing to use this website you accept the terms and conditions as they apply from time to time.
- 1.6. You agree that where Columbus Group is required, by law or otherwise, to provide you with a document, you consent to the provision of that document electronically through the links on this website or via any other digital method. We suggest that you print a copy of the document, or file it electronically, for future reference.
- 1.7. If you register with our website, submit any material to our website or use any of our website services, we may ask you to expressly agree to these terms and conditions.

- 1.8. Our website may use cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy and our cookies policy.

## 2. Copyright Notice

- 2.1. Copyright (c) Columbus Group 2021. All rights reserved.
- 2.2. Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website;
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved;
  - (c) our logos and our other registered and unregistered trade marks are trade marks belonging to us;
  - (d) we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights; and
  - (e) all third party trade marks appearing on this website belong to their respective owners and we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## 3. Licence to Use our Website

- 3.1. You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;
  - (d) stream audio and video files from our website; and
  - (e) use our website services by means of a web browser, for your non-commercial, personal or internal business use, subject to the other provisions of these terms and conditions.
- 3.2. You must obtain our prior written permission if you'd like to use, copy or reproduce any part of the website for any other purpose.
- 3.3. Except as expressly permitted by section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.5. Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from our website (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or

(e) redistribute material from our website.

**3.6.** Notwithstanding section 3.5, you may redistribute our newsletter or any blogs in print and electronic form to any person.

**3.7.** We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## **4. Acceptable Use**

**4.1.** You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

**4.2.** You must not use data collected from our website to contact individuals, companies or other persons or entities.

**4.3.** You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## **5. Use on Behalf of Organisation**

**5.1.** If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by doing so you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances' references to "**you**" in these terms and conditions are to both the individual user and the relevant person, company or legal entity, unless the context requires otherwise.

## 6. Legal Disclaimers

- 6.1. The content on our website is intended only to provide general information about Columbus Group's services, a summary and general overview on matters of interest. This information does not constitute an offer or inducement to enter into a legally binding contract. Except for the provision of the services any other information contained in our website is designed to be used as a general guide only and does not take your personal needs, objectives and circumstances into account.
- 6.2. You should always obtain legal or other professional advice, appropriate to your own circumstances, before acting or relying on any information contained on this website.

## 7. Limited Warranties

- 7.1. We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available,

the website is provided on an *"as is"*, *"as available"* basis and you acknowledge and agree that to the extent permitted by law, and subject to section 8 below without representations, warranties or guarantees in relation to the availability, suitability continuity, reliability, accuracy, currency, completeness or security of this website.

- 7.2. We reserve the right to change or alter any or all of our website services by appropriate action of Columbus Group, at any time in our sole discretion without notice or explanation and save to the extent expressly provided otherwise in these terms and conditions.
- 7.3. We will not be liable if this website (or any content made available through it) is incomplete, corrupted, inaccurate, outdated or incorrect, or if this website, or any services provided or made available through it, are unavailable for any reason, including directly or indirectly as a result of:
  - (a) telecommunications unavailability, interruption, delay, bottleneck, failure or fault;
  - (b) negligent, malicious or willful acts or omissions of third parties (including our third party service providers);
  - (c) maintenance or repairs carried out by us or any third party service provider in respect of any of the systems used in connection with the provision of this website;
  - (d) any events beyond our control; or
  - (e) services provided by third parties ceasing or becoming unavailable.
- 7.4. Any publication on our website or these terms and conditions are not intended to be a contract, explicit or implied, and Columbus Group reserves the right to make changes in the information contained.
- 7.5. You also acknowledge and agree that to the extent possible under the law, and subject to section 8 below, we do not represent, warrant or guarantee that this website is free from computer viruses or any other defect or error which may affect your software or systems. You should protect your software and systems by installing and implementing your own security and system checks.

## 8. Limitations and Exclusions of Liability

8.1. Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

8.2. The limitations and exclusions of liability set out in this section 8 and elsewhere in these terms and conditions:

- (a) are subject to section 8.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

8.3. Neither Columbus Group nor any of their directors, employees and associates guarantees the security of this website, gives any warranty of reliability or accuracy nor accepts any responsibility arising in any other way including by reason of negligence for, errors in, or omissions from, the information on this website and does not accept any liability for any loss or damage, however caused, as a result of any person relying on any information on the website or being unable to access this website.

8.4. Columbus Group's total liability arising out of or in connection with the services or these terms and conditions, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the services to you.

8.5. To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

8.6. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

8.7. For Australia, this disclaimer is subject to any applicable contrary provisions of the *Australian Securities and Investments Commission Act 2001 (Cth)* and the *Competition and Consumer Act 2010 (Cth)*.

8.8. We exclude liability for all direct, indirect or consequential liabilities, losses, damages, costs and expenses (including, without limitation, loss of revenue, loss of goodwill, downtime costs, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of data, loss of use of data or loss of anticipated savings or benefits), whether arising in contract, tort (including negligence) or otherwise, suffered or incurred by any person in connection with or in any way relating to the website or any content or services provided or made available through the website:

- (a) we will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control; and
- (b) we will not be liable to you in respect of any loss or corruption of any data, database or software.

## **9. Third Party Links**

- 9.1.** Our website (or social media websites on which we maintain a presence) may contain links to other sites over which we have no control. Those links are provided for your convenience only, and we are not responsible for their use, effect or content.
- 9.2.** By accessing these third party sites, you agree to any terms of access or use imposed by those sites.
- 9.3.** Reference to any services, hypertext link to the third parties or other information by trade name, trademark, supplier or otherwise does not constitute or imply its endorsement, sponsorship or recommendation by us. Nor is endorsement of us implied by such links. They are for convenience only, as an index in a public library.

## **10. Disclaimer for Liability for Services or Third Parties**

- 10.1.** In connection with its advice and services (including any services provided through this website), Columbus Group uses software, systems, technology, products and services supplied by third parties (whether disclosed or not). This includes information management systems, portfolio management systems and on-line information access systems ("**Third Party Services**").
- 10.2.** To the maximum extent permitted by law, Columbus Group:
  - (a) does not give any warranty in relation to Third Party Services, including any warranty as to features, performance or fitness for purpose of Third Party Services; and
  - (b) shall not be liable for any claim, action or breach arising in relation to Third Party Services.

## **11. Breaches of These Terms and Conditions**

- 11.1.** Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
  - (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to our website or the services;
  - (c) permanently prohibit you from accessing our website;
  - (d) block computers using your IP address from accessing our website;
  - (e) contact any or all of your internet service providers and request that they block your access to our website;
  - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
  - (g) suspend or delete your account on our website or our services
- 11.2.** Where we suspend or prohibit or block your access to our website or a part of our website, you must

not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **12. Indemnity**

- 12.1.** You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or the services or any breach by you of any provision of these terms and conditions or your employees, contractors or representatives.

## **13. Law and jurisdiction**

- 13.1.** These terms and conditions shall be governed by and construed in accordance with the laws in force in New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia in respect of all matters arising under or in connection with these terms and conditions.

## **14. Assignment**

- 14.1.** You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions, providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.
- 14.2.** You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **15. Severability**

- 15.1.** If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 15.2.** If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **16. Third Party Rights**

- 16.1.** A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 16.2.** The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **17. Entire Agreement**

**17.1.** These terms and conditions, together with our privacy policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **18. Variation**

**18.1.** We may revise these terms and conditions from time to time.

**18.2.** The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

## **19. Statutory and Regulatory Disclosures**

**19.1.** We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

## **20. Our Details**

**20.1.** This website is owned and operated by Columbus Group and you can contact us by using our website contact form or on the contact details provided on our website.

**20.2.** These terms and conditions are Version 2, dated 10 May 2021.