

Terms of Use

Axcelerator Online Performance Tracker

1. About these Terms of Use

The Axcelerator performance tracker online platform and website (**Online Performance Tracker**) is operated by Axcelerator Home Loans Pty Ltd (**Axcelerator, us, we, our**) under license from Inpro Pty Ltd.

These Terms of Use set out the terms on which you may access and use our Online Performance Tracker.

These Terms of Use incorporate our [Privacy Policy](#) and any other notices and disclaimers which appear in our Online Performance Tracker (but only to the extent that they are not inconsistent with these Terms of Use).

These Terms of Use are subject to change without notice (provided that at the time of making such changes we don't believe they will be likely to directly cause you any serious disadvantage). Please check back to our Online Performance Tracker regularly to view the most current version.

2. Our Online Performance Tracker

2.1 Authorised Users

Only Authorised Users may access and use our Online Performance Tracker.

You must not access or use (or attempt to access or use) our Online Performance Tracker unless you are an Authorised User as at the time, and for the entire duration, of you making (or attempting) such access or use.

2.2 Becoming an Authorised User

You become an Authorised User if:

- you receive current written notice from us inviting you to do so (whether or not such notice is provided pursuant to any other agreements you may have with us) (**Invitation Notice**); and
- you agree to these Terms of Use.

2.3 Agreeing to these Terms of Use

You may agree to these Terms of Use by the act of you accessing and/or using our Online Performance Tracker in each instance where you have not previously agreed to these Terms of Use.

2.4 Access as an Authorised User

As an Authorised User you may access our Online Performance Tracker by logging in through the relevant online login facility with your current Authorised User name and password (**Account**).

2.5 Features and Functionality of our Online Performance Tracker

As an Authorised User you may use our Online Performance Tracker in accordance with the functionality and features it offers you from time to time.

We may make changes to the functionality and features offered in our Online Performance Tracker (including without limitation by removing or limiting any features of functionality) without prior notice (provided that at the time of making such changes we don't believe they will be likely to directly cause you any serious disadvantage).

2.6 Providing information while using our Online Performance Tracker

In order for our Online Performance Tracker to operate properly, you will need to input information which relates to you personally (including without limitation details about your specific financial circumstances) using the applicable features and functionality. You must act honestly and with due care and skill in inputting any information while using our Online Performance Tracker.

We will not change any information which you input while using our Online Performance Tracker without your prior consent (which may be provided, for example, if you ask us to fix a mistake you've made when inputting information). We reserve the right to refuse any request by you to change any information which you input while using our Online Performance Tracker.

By inputting any information while using our Online Performance Tracker, you acknowledge and consent to us accessing and using any such information for our own marketing and promotional purposes (and the marketing and promotional purposes of our related entities) from time to time. Except for the limited situations set out in our [Privacy Policy](#) or as may be required for legal purposes, we will not under any circumstances disclose any information which you input while using our Online Performance Tracker to third parties (excluding our related entities).

2.7 Payment (if applicable)

As an Authorised User, you may need to pay us certain fees and charges prior to being able to access and use our Online Performance Tracker. Any and all such fees and charges will initially be set out in your Invitation Notice and must be paid in accordance with section 5 below.

2.8 Ceasing to be an Authorised User

Provided you have first made full payment of all amounts owing to us under these Terms of Use, you may cease to be an Authorised User by sending an email stating that this is your intention to support@axcelerator.com.au. Due to administrative reasons, a delay may be experienced between the time we receive your email stating your intention to cease being an Authorised User to the time we actually deactivate your Account. We reserve the right (but not the obligation) to not act upon any email request purporting that you intend to cease to be an Authorised User if we do not reasonably believe that such request was made by the relevant Authorised User or by an authorised agent on behalf of the relevant Authorised User.

We reserve the right to immediately cause you to cease being an Authorised User (and deactivate your Account) without notice:

- if you breach or if we have reason to believe you will or intend to breach any part of these Terms of Use;
- if you fail to access our Online Performance Tracker using your Account for any period of time being at least 12 consecutive months;
- after the expiry of any period specified in your Invitation Notice as applying in relation to you being an Authorised User; or
- for any other reason whatsoever without cause.

Your ceasing to be an Authorised User for any reason will not in any way affect your obligation to pay any amounts owing to us in accordance with these Terms of Use as at the date of such cessation (see section 2.7 above for when payment is applicable). If we cause you to cease being an Authorised User early, we will, refund to you on a pro-rata basis the amount of payments that you have made corresponding to you being an Authorised User as remaining at the date of you ceasing to be so.

Once you have ceased to be an Authorised User, any information and material you have submitted while using our Online Performance Tracker may not be accessed or retrieved by you (subject to your personal information in respect of which our [Privacy Policy](#) applies).

3. Content in our Online Performance Tracker

3.1 Content generally

You must not use any logos, images, text, drawings, trade marks, audio files, video files, software or any other type of file or subject matter forming any part or the whole of our Online Performance Tracker (**Content**) for any illegal or unlawful purpose.

3.2 Copyright notice

© Copyright 2010

3.3 Copyright

Copyright in all Content is owned by or licensed to us.

You may only reproduce, download or print Content strictly for personal use and without modification, and whenever doing so you must include the copyright notice in section 3.2 above.

All other use, reproduction, downloading, printing, communication, broadcasting or adaption of any Content is prohibited except where necessary for viewing the Content on your Internet browser, or specifically authorised by law or in writing by us. Please contact us if you would like to use any of the Content for commercial or educational purposes.

3.4 Trade marks

The AXCELERATOR trade mark appearing in our Online Performance Tracker is owned by Inpro Pty Ltd and used by us under licence. Use of the AXCELERATOR trade mark is strictly prohibited unless Inpro Pty Ltd provides prior written consent.

3.5 Other intellectual property

Without limiting anything else in these Terms of Use, all intellectual property rights in any Content is owned by or licensed to us. Nothing in our Online Performance Tracker (nor the mere act of a user being an Authorised User) grants, or shall be construed as granting, any license, sub-license or right to use any part of our Online Performance Tracker, including any Content.

3.6 Information

We take reasonable steps to ensure the accuracy of the information we provide in our Online Performance Tracker. We update information in our Online Performance Tracker regularly. However, we cannot guarantee the accuracy or currency of any information we provide in our Online Performance Tracker. We only provide information on an “as is” basis and you rely on

information so provided at your own risk. Information we provide in our Online Performance Tracker is subject to change without notice.

3.7 User submitted material

By submitting material to our Online Performance Tracker (**user material**) you:

- grant to us a perpetual, royalty free, non exclusive, irrevocable, worldwide, unrestricted licence to use, reproduce, publish, broadcast, perform, modify and sublicense for any of the foregoing that user material for any reason whatsoever, including without limitation for the purposes of commercial exploitation;
- expressly waive in favour of us (and our sublicensees) all moral rights or similar rights in respect of that user material in any jurisdiction worldwide;
- warrant that you are the owner and author of that user material and that any use by us of that material which is in accordance with these Terms of Use will not infringe the intellectual property rights of any third parties; and
- agree to, at our cost, execute any further documents which may be required by us to protect our rights under these Terms of Use, including without limitation our licensing rights in respect of your user material.

In the case of user material which contains personal information, we will only use such material in accordance with section 2.6 of these Terms of Use.

While every effort is made to use user material in the form in which it was submitted, we take no responsibility for any errors, omissions, changes or misunderstandings resulting from the use of such material.

User material will be accepted or refused at our absolute discretion, including with respect to the timing of any acceptance or refusal. We reserve the right to not publish any material submitted by users.

3.8 Links to third party websites

This Online Performance Tracker may contain hyperlinks and other pointers to websites of third parties. These links do not imply any endorsement or approval by us of any third party websites or of the businesses or activities of third parties. While we make some effort to ensure that these links are accurate, we are not responsible for the information or materials displayed on websites over which we have no control.

4. Restrictions on use generally

In addition to anything else contained in these Terms of Use, you must not:

- engage in, facilitate or further unlawful conduct in relation to use of or access to our Online Performance Tracker;
- use the Online Performance Tracker in a way that harms us or our advertisers, affiliates, resellers, distributors or vendors, or any customer of ours or our advertisers, affiliates, resellers, distributors or vendors;
- use any portion of our Online Performance Tracker as a destination linked from any unsolicited bulk messages or unsolicited commercial messages;

- use any automated process or service to access and/or use our Online Performance Tracker (such as a BOT, a spider, periodic caching of information stored by us, or "meta-searching");
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, our Online Performance Tracker;
- damage, disable, overburden, or impair our Online Performance Tracker (or any networks connected to our Online Performance Tracker) or interfere with anyone's use and enjoyment of our Online Performance Tracker;
- resell or redistribute the whole or any part of our Online Performance Tracker; or
- reverse engineer, decompile or otherwise attempt to extract the source code of any part of our Online Performance Tracker, unless expressly permitted or required by law.

5. Payment

5.1 Your billing account

Our fees and charges are calculated in accordance with the information which we provide to you from time to time (errors and omissions excepted). When you create a billing account for our fees and charges relating to you being an Authorised User you must provide full details of your payment method. Your payment method must comply with our approved transaction facility. You must be authorised to use your payment method. You authorise us to charge you for fees and charges relating to you being an Authorised User using your payment method.

5.2 Updating your billing account

You must keep all information in your billing account current, including without limitation your billing address and the expiration date of your credit card (if any). You may change your payment method at any time provided it complies at all times with our approved transaction facility. We reserve the right to cause you to cease being an Authorised User if you advise us to stop using your payment method. Any notice to us to stop using your payment method does not in any way affect charges we apply to your billing account prior to us having had a reasonable opportunity to act on your notice.

5.3 Charges and credit to your billing account

Billing of fees and charges to your billing account by way of your payment method may occur in any of the following ways:

- in advance on a recurring ongoing basis
- in advance on a one-off basis

We may charge you a different amount than what you approved. If this charged amount is greater than the amount you approved, we will advise you of the amount and the date of the charge before we make the charge.

5.4 Prices and price increases

The prices for our fees and charges includes all relevant taxes (which taxes must be borne by you), but exclude all separate costs in relation to you being able to access the Internet (which costs must be borne by you). Currency exchange settlements are based on your agreement with your

payment method provider. We may change the price of any of our fees and charges time to time by providing 14 days prior notice to any Authorised Users who will be directly affected by such changes.

5.5 Refund policy

Unless expressly stated otherwise by us or required by law, we do not offer any refunds for any of our fees and charges. Refunds will only be made (if required) by way of reversal transactions through the specific payment method by which the original payment in respect of the refund was made.

5.6 Late payments

Except to the extent prohibited by law, we may assess a late charge if you do not pay any of our fees or charges on time. You must pay these late charges (in addition to normal charges) when we bill you for them. The late charge will be the lesser of 1% of the unpaid amount each month or the maximum rate that is permitted by law. We may use a third party to collect past due amounts. All reasonable costs (including legal costs) which we incur in collecting (or attempting to collect) any past due amounts will be borne by you.

5.7 Payments to you

If we are required under these Terms of Use or by law to make any payment to you in relation to you being an Authorised User, you must first promptly provide us with all information we require to properly make such payment. You are solely responsible for the accuracy of any information that you provide to us and any taxes you may incur as a result of receiving a payment from us. You must comply with all reasonable conditions we place on any payment we make to you. If you receive a payment that was not due to you, we may reverse or seek return of the payment and you agree to fully cooperate with us in doing so.

6. General

6.1 Governing law

The use of and access to our Online Performance Tracker and these Terms of Use are governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia.

6.2 Users outside Australia

Our Online Performance Tracker may be accessed from within Australia and throughout the world. We make no representations that our Online Performance Tracker or any Content, material or information on our Online Performance Tracker complies with the laws of any country which is not Australia. If you access our Online Performance Tracker from outside Australia, you do so at your own risk and you are solely responsible for complying with the laws in the place from where you access our Online Performance Tracker.

6.3 Inability to carry out obligations

If we are unable to perform any or all of our obligations under these Terms of Use by reason of an event which is not reasonably within our control including without limitation omissions or impositions by federal or national government authorities, fire, flood, earthquake and other natural disasters, acts of god, war, revolution, strike, fuel shortages and shortage of raw materials, we are relieved of those obligations to the extent and for the period that they are unable to be performed.

6.4 Waiver

Waiver of a breach of these Terms of Use or of any right, power, authority, discretion or remedy arising upon a breach of these Terms of Use, must be in writing and signed by our duly authorised representative. A breach of these Terms of Use is not waived by any failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy under these Terms of Use.

6.5 Assignment

You must not assign your rights under these Terms of Use without our prior written consent. We may assign or novate these Terms of Use to any person at any time.

6.6 Severance

The provisions of these Terms of Use are deemed to be severable and any invalidity of any part or provision of these Terms of Use does not affect the validity of the remaining parts and provisions. If any part or provision of these Terms of Use found to be invalid is severed, we reserve the right to immediately terminate the effect of these Terms of Use without notice.

7. Disclaimer and limitation of liability

To the full extent permitted by law, we disclaim any warranties of any kind in respect of the use of or access to our Online Performance Tracker or any Content, material or information on our Online Performance Tracker. Liability for breach of any warranties which cannot by law be excluded is limited to the full extent possible. Without limiting anything else in these terms of use, we do not accept any liability whatsoever for any indirect, incidental, special or consequential damages or loss of profits in respect of the use of or access to (or any inability to use or access) our Online Performance Tracker or any Content, material or information in our Online Performance Tracker.