

P4 Finance Website Terms of Use

This website at www.p4finance.com (the "**Site**") is owned by P4 Finance Pty Ltd, ACN 151 234 605 ("**we**", "**us**") and is provided for residents of Australia only. Among other things, this Site displays information about us and the products and services we provide (specifically, in relation to loans under Flight Centre Limited's Business Ownership Scheme).

This page sets out the Terms and Conditions under which you may use this Site (the "**Terms**"). Please read the Terms carefully. If you do not accept the Terms stated here, do not use this Site and service. By using this Site, you are indicating your acceptance to be bound by these Terms. The term "you" as used in these Terms refers to all individuals and/or entities accessing this Site for any reason.

Fees, Restrictions and Conditions

Restrictions and conditions apply to all of the products and services referred to on this Site and such restrictions and conditions may affect the fees and prices and other information set out on the Site. To determine the applicable restrictions and conditions, you must contact us directly.

We may need to change prices and details of products and services stated on the Site from time to time and these are subject to change without notice. All products and services described on the Site are subject to availability and to our standard review and approval processes.

We will endeavour to notify you of all applicable taxes, charges and any other additional costs when you contact us about products and services referred to on this Site but these may be subject to variation prior to your application being made for such products or services.

Intellectual Property

The material contained on this Site, including (without limitation) the software, design, text and graphics (including trademarks) comprised in this Site and the selection and layout of this Site, are owned or licensed by us and are protected by Australian and international intellectual property laws, including copyright.

You may use the Site only for your personal and non-commercial purposes. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on the Site, or create any other material using material on the Site, without obtaining our prior written consent.

Trademarks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining our prior written consent.

The Site, including trademarks, service-marks, business names, company names, logos, trade-names, get-up (trade dress), products, technology and processes contained in this Site may be the subject of other intellectual property rights owned by us or by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these Terms. Your use of this Site must not in any way infringe the intellectual property rights of any person in any jurisdiction.

Your Use

You must only use this Site for lawful purposes and in a responsible and co-operative manner. Any breach of these Terms by you may result in legal action being taken by us against you.

You must not:

- (a) use another's personal information, including name, login details or password without permission;
- (b) make any fraudulent, speculative or false enquiries or requests using the Site;
- (c) use the Site while impersonating another person;
- (d) post or transmit to or via the Site any unlawful, threatening, defamatory, libellous, obscene, indecent, inflammatory or pornographic material or any material that could give rise to civil or criminal proceedings;
- (e) tamper with, hinder the operation of or make unauthorised modifications to the Site;
- (f) delete data from the Site without our permission;
- (g) knowingly transmit any virus or other disabling feature to the Site;

- (h) breach any third party's rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any laws in any jurisdiction in using this Site;
- (i) frame this Site as part of another site or cache this Site for commercial benefit;
- (j) commit any act that may amount to a criminal offence or civil breach of any other jurisdiction;
- (k) attempt to do any of the above acts; or
- (l) knowingly permit another person to do any of the above acts.

Your Warranties

You warrant that:

- (a) you are of sufficient legal age to use this Site and create legal binding obligations for any liability you may incur as a result of using this Site;
- (b) you are responsible (financially and otherwise) for all uses of this Site by you and those using this Site using your login details, including your password; and
- (c) the information you supply via the Site will be accurate and not misleading, deceptive or likely to be misled or deceive.

Indemnity

You indemnify us and our officers, employees and agents against all losses, costs, damages, claims and expenses arising from:

- (a) any breach of these Terms by you;
- (b) any act or omission by you or an officer, employee or agent of you; or
- (c) any claim, action, demand or proceeding by a third party against us or our officers, employees or agents caused or contributed to by you or an officer, employee or agent of you.

Your Privacy

We will handle your personal information in accordance with the terms and conditions set out in our Privacy Policy which is posted on the Site.

We and our third party providers of products and services may disclose your personal information to others where directly connected with facilitating the provision of the products or services you have requested. For example, we may disclose your personal information to a credit reporting agency where you have requested a loan under Flight Centre Limited's Business Ownership Scheme.

At all times we retain the right to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

We may disclose aggregated information about users and use statistics relating to the Site and aggregated information about our sales and trading patterns to others.

Disclaimers and Limitation of Liability

You use this Site at your own risk.

This site is provided by us on an "as is" basis. We do not warrant or represent that the content of this Site is accurate, up-to-date or complete, or that it does not infringe the rights of any third parties. We make no representations or warranties of any kind with respect to the Site, its contents or any of the products or services supplied through the site. To the maximum extent permitted by law, we disclaim all implied representations and warranties including, without limitation, implied warranties that the products and services offered and supplied through the Site will be of merchantable quality, fit for any purpose or will comply with any descriptions on the Site or samples.

To the maximum extent permitted by law, we (including our officers, employees, shareholders or other representatives) are not liable for any loss or damage, however caused (including negligence), which may be directly or indirectly suffered, in connection with your use of or inability to access this Site or the purchase and use of any products and services supplied via this Site. This limitation of liability (whether arising under contract, tort (including negligence) or statute) applies to all damages of any kind including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims of third parties.

In the event that our Site fails to operate or causes you loss or damage, your sole remedy is the refund of any money that you paid to us to use this Site.

Your access to and use of this Site is subject to factors beyond our control. We do not represent or warrant that this Site, the server that makes it available or any of the products or services supplied through this Site will be free of errors, viruses or defects or that the service will be uninterrupted or timely. Because of the nature of the Internet, we do not warrant that this Site will be secure and we will not be liable for any disruptions to the Site. We do not represent that any of the products and services set out on the Site will be suitable for you. You release us from any claims in relation to the products and services described on the Site, including but not limited to claims that the products and services are not suitable.

Many of the products and services offered and promoted via the Site are products and services of third parties. In these circumstances, our role is to facilitate the sale of the relevant product or service to you and we act as an agent for the relevant third party provider. Your legal relationship in respect of the third party products and services is with the relevant third party provider.

If any warranties are implied by law that cannot be excluded, then our liability for breach of such warranties is limited to the remedies we are required to give by law.

Linking

We may link our Site to other sites on the World Wide Web. We are not required to maintain or update these links. These links are provided for your convenience only. It does not mean that we have reviewed these sites or that we endorse them and we are not responsible for the content of other sites, even if we link to them.

We make no warranties and accept no liability if you suffer any loss or damage in relation to material contained on external sites or in using a third party's product or services.

Cookies

A cookie is a small piece of text that is placed within the memory of a computer and can be later retrieved by web page servers. We may use cookies to enhance your interaction and convenience with our website but do not use cookies to record any personal information.

This Site may store cookies on your web browser in order to improve service for you on your subsequent visits to the Site.

By using cookies, web sites can track information about user's use of the Site and provide customised content. Most web browsers can be configured to notify the user when a cookie is received, allowing you to either accept or reject it. You may also inspect the cookies stored by your web browser and remove any that you do not want.

If you disable the use of cookies on your web browser or remove specific cookies from this Site or linked sites, then your use of the Site may be limited or restricted.

Amendments

Except as otherwise specified, we may amend these Terms at any time without notice to you by posting amended Terms on the Site. The amended Terms will take effect immediately when they are posted on the Site.

Termination

We may terminate this agreement, your registration with or ability to access this Site and/or any other service provided to you by us and any other agreement between us, immediately if you breach any of these Terms.

Our Relationship

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms.

Governing Law

If any dispute arises about this agreement or how this agreement applies or arising out of your use of this Site, the laws of Queensland, Australia will apply.

You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, Australia, and waive any right that you may have to object to an action being brought in those courts.

General

If any of these Terms are invalid or unenforceable, it will be struck out, and the remaining Terms will remain in force.

Headings are for reference purposes only.

If we do not act in relation to a breach by you or others of these Terms, this does not waive our right to act with respect to subsequent or similar breaches.

In these Terms, the term "Site" includes any email bulletins or other content that we provide to you via or initiated from this Site.

These Terms were last updated on 12 April 2012.