



CitoPlus General Terms & Conditions

Effective: December 2023

1. About us

- 1.1. Welcome to the Citoplus service (**Platform**). The Platform is operated by Citoplus Pty Ltd ABN 11 653 321 094 (trading as Citoplus) (defined as “**Citoplus**”, “**we**”, “**our**” and “**us**”).
- 1.2. The Platform is an integrated, streamlined digital platform we have developed, which enables registered users to collect and collate information and data from third party providers regarding the clients of the registered user for the purpose of the registered user providing services in accordance with their client engagement.
- 1.3. The Platform is provided primarily through our website located at www.citoplus.com.au and through other electronic communication services.
- 1.4. Persons accessing or using our website, or who otherwise interact with our Platform, do so subject to these terms and conditions (**General Terms**).
- 1.5. Registered users of the Platform will also be required to complete a registration process involving an application form that, upon Citoplus accepting the application, enables the registered user to access the full suite of services available through the Platform. The use of the Platform by registered users is subject to a separate set of terms and conditions that all registered users will be required to agree to as part of the registration process (**Platform Terms**) and the Platform Terms will apply to registered users of the Platform in the case of any inconsistency with these General Terms.
- 1.6. Please read these General Terms carefully, as your continued use of our website indicates your agreement to these General Terms.
- 1.7. We reserve the right to amend these General Terms from time to time. Where any change is made, we will provide you with reasonable prior notice through the Platform. Your continued use of the website and/or interaction with the Platform following such notification constitutes agreement by you to be bound by these General Terms as amended.
- 1.8. You should regularly review these General Terms. Where there is inconsistency between the content on the website and these General Terms, the General Terms shall prevail to the extent of any inconsistency.
- 1.9. If you do not agree with any part of these General Terms or any change to them notified to you through the Platform, you should immediately discontinue your access to and use of the website and/or interaction with the Platform.

2. **Credit Activities Disclaimer**

For the avoidance of doubt, the services we provide through the website and the Platform do not involve any 'credit activities' for the purposes of the *National Consumer Credit Protection Act 2009* (Cth) and we are not a 'credit reporting body' for the purposes of the *Privacy Act 1988* (Cth). In particular, the Services do not constitute a 'credit service' or 'credit assistance' and we do not act as agent, intermediary or otherwise for or on behalf of any person engaged in any credit activities and we do not provide any service to any 'consumers' for the purposes of the *National Consumer Credit Protection Act 2009* (Cth). Our services are limited to the collection and collation of reports accessed from third party sources as agent for registered users of the Platform and their underlying clients. We make no recommendation or suggestion with respect to the use of that information, whether in respect of any credit contract, consumer lease or otherwise, and we do not provide any assistance to any person other than the collection and collation through the Platform of the third party reports requested by a registered user.

3. **Privacy Policy**

Any personal information collected by us is subject to our Privacy Policy, which sets out how we store and use personal information, how that personal information may be accessed and corrected, how complaints may be made to us about the handling of personal information, and how we will handle any complaint. Our Privacy Policy forms a part of these General Terms such that your acceptance of these General Terms constitutes your acceptance of our Privacy Policy. You can find a complete copy of our Privacy Policy here www.citoplus.com.au/privacy-policy.

4. **Intellectual Property rights and licence**

- 4.1. The contents of our website and the Platform, including its "look and feel" (such as text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including programs) and other material (**Our Content**) are protected under applicable laws.
- 4.2. Unless otherwise stated, we own or hold a licence from third parties for all of the rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in Our Content.
- 4.3. Subject to these General Terms we grant you a limited licence to access the website and/or to interact with the Platform. Access to and use of the full suite of services on the Platform is subject to our acceptance of an application and the Platform Terms.
- 4.4. Any reproduction or redistribution of Our Content is strictly prohibited and may result in civil or criminal penalties being sought against you.

5. **Disclaimer**

- 5.1. Our website and the Platform is provided strictly on an "as is" and "as available" basis. You acknowledge that:

- 5.1.1. your use of and interaction with the website and the Platform is subject to these General Terms and, to the extent applicable, the Platform Terms;
 - 5.1.2. prior to accepting these General Terms you have been given a reasonable opportunity to examine and satisfy yourself as to the contents of these General Terms; and
 - 5.1.3. you may not access or use the website or Platform prior to accepting these General Terms.
- 5.2. To the maximum extent permitted at law, including under the Australian Consumer Law, we provide and make no warranties or representations about our website, the Platform or Our Content, including but not limited to any warranties or representations that the website or Our Content will be complete, accurate, up-to-date, that your access to or interaction with our website, the Platform or Our Content will be free from interruptions or errors, or free from viruses.
- 5.3. To the maximum extent permitted at law, including under the Australian Consumer Law, we shall not be liable to you for any direct or indirect loss, damage or expenses, howsoever arising, which may be suffered as a result or in connection with your use of our website, the Platform or Our Content or as a result of the Platform or our website not being accessible or as a result of any of Our Content not being correct, complete, or up-to-date.
- 5.4. We are not liable to you or anyone else if any part of our website (or a website we link to) or any other interaction with our Platform causes interference with or damage to your computer systems (including your mobile devices). You must take such precautions as you feel are sufficient to protect yourself from any malware, viruses or any other way in which our website (or a website we provide a link to) could damage your computer systems (including your mobile devices and software).
- 5.5. The exclusions of liability under this clause 5 do not attempt or purport to exclude liability that is caused by our wrongful act.

6. Consumer Guarantees

- 6.1. In Australia, our goods and services may come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these General Terms purports to modify or exclude the conditions, warranties and undertakings, and any other legal rights, arising under the Australian Competition and Consumer Act or any other laws. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the Competition and Consumer Regulation 2010 (or any other law that cannot be excluded) are expressly excluded where permitted, including any imposing liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by a breach of any express or implied warranty or condition.

- 6.2. To the extent that we are in breach of any consumer guarantee, your sole remedy will be for us to provide to you the features or service that was previously provided, or to pay for those features or services to be re-performed for you.

7. Proper use

- 7.1. You are prohibited from doing any act that is inappropriate, or is unlawful or prohibited by any laws applicable to our website or the Platform, including but not limited to any act which would constitute a breach of privacy, using the website or Platform to defame or libel us, our employees or any other individuals.
- 7.2. You must not seek to reverse engineer the code contained in our website or the Platform or upload files or content which contain viruses or malware which may cause damage to our property or the property of other individuals or post or transmit to our website any material which we have not authorised including material which is likely to cause annoyance, or which is racist, defamatory, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of security protocols.
- 7.3. If we permit you to post any information, such as comments or other content, to our website or the Platform, we reserve the sole right to remove that information without notice to you. If you are permitted to post information to our website or the Platform, in doing so you agree that you are deemed to have granted us a irrevocable and unlimited license to use any of that information in any manner we see fit.
- 7.4. You further agree not to use our website or the Platform to solicit, request or distribute any material which promotes racism, bigotry or hatred or encourages physical harm of any kind against any particular group or individual, might be reasonably considered to be harassment or advocating for the harassment of any person or group, is pornographic or promotes pornographic or sexually explicit material of any kind, is abusive, threatening, obscene, or defamatory, is illegal, infringes any third party's intellectual property rights, defames any person, is derogatory towards any person or company or brand, promotes the unauthorised or illegal copying of another party's copyrighted works, provides instructions concerning the performance of illegal activities, solicits passwords or other personally identifying information from any other user for a purpose other than the permitted use of our website, involves the sending of unsolicited electronic or physical mail or an act in breach of the SPAM Act, or promotes any contests, sweepstakes, advertising or pyramid scheme(s).

8. Clients of registered users

- 8.1. This clause 8 applies specifically to any person accessing the website and/or interacting with the Platform as a client of a registered user of the Platform.
- 8.2. You acknowledge and agree that:
- 8.2.1. the full suite of services provided by the Platform are only available to registered users of the Platform;

- 8.2.2. the collection of information through the Platform by a registered user on behalf of a client of the registered user (**Client Information**), is contingent upon the required consents being provided by the relevant client, and that Citoplus bears no responsibility in the event of any failure or delay of a client to provide that consent;
 - 8.2.3. Client Information may only be used for the purpose of a registered user providing services to its clients, and subject to and in accordance with the engagement that the registered user has in place with its clients and the Platform Terms;
 - 8.2.4. we are not responsible for the use of any Client Information by you or the registered user; and
 - 8.2.5. you agree to hold us harmless with respect to any loss arising out of or in connection with any use of any Client Information that has been collected on your behalf to the extent that loss is a result of your wrongful act.
- 8.3. You consent to the collection, use and disclosure of Client Information by Citoplus in connection with Citoplus services requested.
- 8.4. To the maximum extent permitted by applicable laws, Citoplus, its directors, officers, employees, agents and contractors do not accept liability for, and you hereby release us from any claim in relation to any loss, howsoever caused, suffered or incurred by you arising out of or in any way related to:
- 8.4.1. any errors in or omissions from the Client Information;
 - 8.4.2. the unavailability of the Platform (or any portion thereof); and
 - 8.4.3. your access to or use of any linked sites on the Platform that we do not own or control;
- except to the extent caused by our wrongful act.
- 8.5. The exclusion of liability under clause 8.4 does not attempt or purport to exclude the liability of Citoplus under any statute if, and to the extent, such liability cannot lawfully be excluded. To the extent that we cannot lawfully exclude our liability under any statute, then to the maximum extent permitted by applicable laws, our aggregate liability to you under such statute shall be limited to the cost of resupplying the products and/or services to you.

9. Availability

- 9.1. We do not warrant or represent that the Platform or our website will be available at all times or that it will meet your particular needs.
- 9.2. You acknowledge that your ability to access or interact with the Platform and our website is dependent on third party providers, including your own internet access and via our network and hosting providers. Service and access to or interaction with the Platform or our website may be interrupted by network outages or other factors beyond our control including denial of

service or other malicious attacks. We accept no liability arising from any lack of availability to the Platform and our website due to factors beyond our control.

- 9.3. We may interrupt your access to or interaction with the website or our Platform to perform repairs or maintenance or to introduce new features or services or due to reasons beyond our control. In the event the Platform or our website is not available due to reasons beyond our control, we will undertake reasonable steps to notify you in advance and to restore access to our website and the Platform.

10. Linked Sites

Our website and the Platform may contain hyperlinks to websites operated by third parties. Those links are provided for your convenience only and may not remain current or be maintained in the future. Unless expressly stated to the contrary, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites. We may place links to referral programs within our website pursuant to which we may obtain a financial benefit if you visit such a link and then make a purchase from a third party website.

11. No resale

This website and the Platform are provided for your use either personally or in your business in the form provided only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any of Our Content, software, products or services contained within our website, or any part of the Platform unless authorised by us in writing. You may not use our website, or any of Our Content, to further any commercial purpose beyond the functions enabled by the Platform, including any advertising or advertising revenue generation activity on your own website, or by seeking to operate an online business whether or not that is in competition with us.

12. General

If any part of these General Terms is found to be void or unenforceable then it is deemed to be severed from these General Terms and the balance of the General Terms will be read without that part.