

Terms & Conditions

Important Information

The content of this website and the products and services featured are only directed at and are only available to residents of the Australia. The contents of this website shall be governed by and construed in accordance with Australian law. For security and training purposes telephone calls may be recorded/monitored.

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Conditions of Use

Market2phone Pty Ltd provides a Website www.market2phone.com.au ("the Website") which is generally accessible and may also offer various online services to its users.

Your use of and access to the Website is subject to these Conditions of Use. By entering the Website You are agreeing and accepting these Conditions of Use. The Conditions of Use may be changed at any time and without notice. Any changes shall be posted on this page. It is Your responsibility to check these Conditions of Use in case there are any changes. If You access and use the Website after We have made a change to these Conditions of Use You shall be treated as having accepted the change.

1. Target Audience

Although anyone may be able to access the Website, the content of the Website and the products and services featured are only directed at and are only available to and for use by residents of the Australia. They are not available to anyone who is not a resident of the Australia or does not have necessary approval from Foreign Invest Review Board of Australia.

2. Definitions

In these **Conditions of Use**

"Group" means market2phone Pty Ltd T/A Peerless Finance

"Conditions of Use" - means these terms and conditions including any amendments which We may make to them in the future;

"We"/"Our"/"Us" - means market2phone Pty Ltd;

"Website" - means Our Website at market2phone.com.au; peerlessfinance.com.au

"You"/"Your"/"Yourself" - means You, a person who uses the Website;

"Your Equipment" - means all such compatible equipment, software and communications lines (including any public communication lines) required by You to properly access the Website.

3. About the Website

3.1 The Website is provided by market2phone Pty Ltd, Office: Unit 3, 222 Walter Road West, Morley WA 6053 Australia.

3.2 The Website is a service provided to enable you to find information about the range of products and service provided by market2phone Pty Ltd. The Website also includes advertisements and general information related to about our range of products and service provided by Market2phone.

4. Copyright and Trade Marks

4.1 The Website and the copyright in the content of and materials featured on the Website are owned by or licensed to Us.

4.2 Market2phone and certain other names, words, images or logos identifying the Website and the products and services featured in the Website are the property and trademarks of Market2phone.

4.3 The names and logos of third parties mentioned in the Website may be the property and trademarks of those third parties and are used by Market2phone with the permission of such organisations.

4.4 You may view, print, download or store temporarily extracts from the Website for Your own personal reference or for the purpose of applying to the Website to access or use the products and services featured on the Website. No other use (including, without limitation, the alteration, deletion, utilisation or extraction) of the content and materials featured on the Website is permitted without Our written permission. Otherwise than as provided, the Website cannot, whether in whole or as to any part, be copied, reproduced, distributed or transmitted in any medium (including, without limitation, by the internet) without Our written permission.

5. Third Party Products, Services and Websites

5.1 The Website may feature the products and services of, and may contain materials produced by, third parties. The inclusion of such products, services and materials and any statements made about them does not constitute advice that they are available to or suitable for You. You must ensure that any third party product or service is suitable for Your specific needs.

5.2 The Website may, from time to time, refer to third party products and services. We do not warrant, and are not responsible for, the quality or availability of such products and services.

5.3 The Website may contain various links to third party websites over which We have no control. Such links are provided for convenience only and are accessed at Your own risk.

5.4 We are not responsible for the content of products and services offered by, or any other matters (including, but not limited to, the privacy of Your information) relating to, any linked third party website. Any claim relating to any third party product or service must be made to the provider of the third party product or service.

5.5 We are not responsible for any loss or damage (including, but not limited to, any direct, indirect, special, incidental or consequential damage (including the loss of profit)) relating to the products and services of third parties which are featured in or linked to the Website.

5.6 Any dealings by You with any third party on or through the Website are between You and that third party and We are not responsible for any losses or damages that may arise from any such dealings.

5.7 No third party website may in any way be linked to the Website without Our prior written request.

6. Our Liability To You

6.1 We regularly update the Website. However, We cannot guarantee that the content of the Website (including, but not limited to, third party products and services) are available (either as featured or at all). The content of and the products and services featured in the Website are subject to change at any time without notice.

6.2 We are not liable to You for any scheduled or non-scheduled interruptions of the Website.

6.3 We provide the Website and the services featured on it on an 'as is' basis and We do not guarantee that the Website or services shall be available or suitable for Your purposes and requirements. We do not guarantee the accuracy or completeness of any information contained on the Website or services nor that the Website or services shall be error free.

6.4 To the extent permitted by any applicable law, We:

6.4.1 Exclude any liability and express or implied warranties (including, but not limited to, any express or implied warranties as to fitness for purpose, accuracy and completeness of content, quality and availability), relating to Your access and use of the Website and as to the content of, and products and services (including, but not limited to, third party products and services) featured in, the Website;

6.4.2 Exclude liability for any claims, loss or damage (including, but not limited to, any direct, indirect, special, incidental or consequential damage (including the loss of profit)) relating to Your access and use of, or inability or any delay in being able to use, the Website and as to the content of, and products and services (including, but not limited to, third party products and services) featured in, the Website.

6.5 Nothing in these Conditions of Use excludes or restricts Our liability for death or personal injury resulting from Our negligence.

6.6 We do not make any representation as to the accuracy or completeness of any opinion, advice or statement or any other information given by any third party which may be featured in or linked to the Website. We exclude all liability for any loss or damage (including loss of profit) which may arise directly or indirectly from any use of or reliance upon it.

7. Your liability to Us

You shall be liable to Us for (and agree to indemnify Us against) any liabilities, losses, or expenses incurred by Us as a result of: any breach by You of these Conditions of Use; or, Your use of the Website.

8. Complaints

8.1 We have a complaints procedure in place to ensure that any complaint You may bring to Our attention is dealt with fairly and that it receives a quick response. Any complaint You may have shall be fully investigated.

8.2 In the first instance any complaint You may have relating to the Website should be sent to Us via the 'Contact Us' area of this Website. We would hope that We would be able to deal with any complaint You may have to Your satisfaction at this stage.

8.3 If Your complaint is one which We cannot quickly resolve or resolve to Your satisfaction Your complaint should be forwarded to the address in the 'Contact Us' section of the Website.

9. Access to the Website

9.1 We may change the minimum specification You require to access the Website at any time. We shall notify You of such a change by placing a message on the Website. We are not liable to You if any such change in specification results in Your Equipment (the responsibility for obtaining, maintaining and upgrading of which is Yours) becoming incompatible with the Website or becoming unable to perform, within the Website all of the functions previously performed.

9.2 You accept that We cannot guarantee the speed with which You shall be able to access and use the Website (as it shall depend upon factors such as the specification of Your Equipment and the number of people using the Website) or that You shall have uninterrupted or continuous access to the Website (including any of the products or services featured).

9.3 You must not:

- introduce or attempt to introduce any virus or any other contaminant to the Website or any of Our systems;
- in any way attempt to access, alter, de-compile, reverse engineer, destroy or otherwise tamper with any part of the Website or any of Our systems;
- interfere with the Use of another person's access to or Use of the Website;
- obtain access to information relating to another person which is on Our system;
- Use or attempt to Use the Website or any of Our systems for any unlawful or immoral purpose;
- Use the Website for any commercial purpose;
- Use the Website or any of Our systems to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Website or any of Our systems.

9.4 We may suspend or terminate Your access and Use of the Website at any time with or without notice. We shall be entitled to suspend or terminate Your access to the Website if We become aware and determine that You have breached any of these Conditions of Use.

9.5 You are responsible for getting an appropriate connection with a telecommunications provider in order to access the Website.

9.6 You shall be responsible for the cost of all charges You incur in accessing and using the Website.

10. General

10.1 These Conditions of Use shall be governed by and interpreted in accordance with Australian law. The Australian courts shall have sole jurisdiction over any disputes arising from the Website.

10.2 Each of these Conditions of Use is separate from all other Conditions of Use, so that if one Condition of Use is found to be invalid or unenforceable this shall not affect the validity of any of the other Conditions of Use.

10.3 If We do not enforce any of the rights We have under these Conditions of Use, or if We delay in enforcing them, that does not stop Us from taking any action to enforce Our rights in the future.

10.4 We may at any time make changes to any part of the Website (including any change to these Conditions of Use). Any change shall be deemed to be accepted by You when You next access the Website following such change having been made.

10.5 We shall provide the Website using reasonable care and skill.

10.6 You acknowledge that any material and/or information downloaded or otherwise obtained through the Use of the Website is at Your own discretion and that You shall be solely responsible for any damage to Your Equipment or loss of data that results from the download of such material and/or data.

10.7 We shall use reasonable endeavours to keep the Website free from viruses and corrupt files. We do not warrant that the Website is free from infection by viruses or anything else with contaminating or destructive properties.

10.8 We have no obligation to monitor, censor or edit the content of any material transmitted or received by You or other Users of the Website. You are responsible for the content of any material You transmit.

10.9 We may monitor material transmitted or received using the Website and shall be entitled to modify, edit or remove any material on the Website or transmitted or received using the Website.

10.10 You may not transfer or try to transfer any of Your rights and responsibilities under these Conditions of Use. We may transfer any of Our rights and responsibilities without Your permission.

10.11 The headings in these Conditions of Use are for convenience only and shall not affect the meaning of these Conditions of Use.