

TERMS AND CONDITIONS

These terms and conditions (the “Terms and Conditions”) govern the use of www.bdmonline.com.au (the “Site”). This Site is owned and operated by BDMONLINE Pty Ltd. This Site is an ecommerce website.

By using this site, you indicate that you have read and understand these Terms and Conditions.

Consents

By accessing and/or using our Site, you agree to these terms of use and our Privacy Policy (available on our site. (**Terms**)). and agree to abide by them at all times.

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When you subscribe to our Site, you agree and acknowledge the following is true:

1. You are solely responsible for you subscription and the security and privacy of your account, including passwords or sensitive information attached to that account;
2. All personal information you provide to us through your subscription is up to date, accurate and truthful and that you will update your personal information if it changes;
3. You are an accredited mortgage broker or staff member of a mortgage broker;
4. You are a member of the FBAA or MFAA and have supplied your membership number; and
5. You clear through your nominated aggregator.

We reserve the right to suspend or terminate your subscription if you are using our site illegally or if you violate these Terms and Conditions.

Free Trial

We offer 1 x 30-day free trial of our services.

Payments

At the end of your free trial, you be required to provide your credit card details and pay up to \$40pm plus goods and services tax (GST) which will be charge monthly in advance on the anniversary of your subscription.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

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Refunds are not provided except as required by law. Payments are monthly in advance and upon cancellation of your subscription, your subscription will remain valid until the monthly anniversary of your last payment.

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The content of the Site is not comprehensive and is for general information purposes only. It does not consider your specific needs, objectives, or circumstances, and it is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the content, we make no representation or warranty in relation to it, to the maximum extent permitted by law. Subscribers are required to verify the accuracy of the information directly with the specific lenders.

You read, use, and act on our Site and the Content at your own risk.

Warranties and disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

- they are complete, accurate, reliable, up-to-date, and suitable for any particular purpose.
- access will be uninterrupted, error-free, or free from viruses; or
- our Site will be secure.

You read, use, and act on our Site and the Content at your own risk.

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To the maximum extent permitted by law, BDMONLINE Pty Ltd and our directors, officers, agents, employees, subsidiaries and affiliates are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Site and/or the Content and/or any inaccessibility of, interruption to or outage of our Site

and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold harmless BDMONLINE Pty Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Applicable Law

These Terms and Conditions are governed by the laws of the State of New South Wales.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will not be affected by the removal and the rest of these Terms and Condition will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our site. We will notify user by email of changes to these Terms and Conditions or post a notice on our site.

Contact Details

Please contact us if you have any question or concerns by emailing Feedback@bdmonline.com.au

Effective date: 1st day of September 2023