

## Terms of Use

### Effective Date: 1 June 2025

Welcome to Fintorq. These Terms of Use (“Terms”) explain how you may access and use our website ([fintorq.com.au] and any related subdomains, together the “Site”). The Site is operated by **Fintorq Technology Pty Ltd (ACN 690 384 377)**, an Australian company based in Sydney.

By using the Site, you confirm that you accept these Terms and agree to comply with them. If you do not agree, you must not use the Site.

We may update these Terms from time to time. If we make changes, we will post the new version on this page with the updated effective date. Continuing to use the Site after changes are published means you accept the revised Terms.

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## 1. Ownership and Use of Content

- **Our Content:** All text, graphics, images, videos, software, data, code and other material published on the Site (“Fintorq Content”) belongs to Fintorq Technology Pty Ltd or its licensors. You may use Fintorq Content for your own personal, non-commercial purposes only. You must not copy, change, distribute, publish, or create derivative works unless we give you prior written consent.
- **Third-Party Content:** Some content on the Site may come from third parties. Their rights remain with them, and your use of that content may be subject to separate terms set by those parties.
- **Limited Licence:** We grant you a limited, revocable, non-exclusive licence to view and print content from the Site for personal, non-commercial use, provided you do not remove copyright notices or branding. No other rights are granted.
- **Trademarks:** “Fintorq”, the Fintorq logo, and all related marks are trademarks of Fintorq Technology Pty Ltd. Other names or logos appearing on the Site may be trademarks of their respective owners. You may not use any trademark without the owner’s written consent.

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## 2. Links to Other Websites

The Site may include links to third-party websites or services. These are provided for convenience only. We do not control and are not responsible for third-party

content, products or services, nor do we endorse them. If you choose to access third-party sites, you do so at your own risk and subject to their terms of use.

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### **3. Disclaimers and Limitations of Liability**

- **No Warranty:** The Site and its content are provided “as is” and “as available”. We make no guarantees that the Site will always be available, free from errors, secure, or suitable for your purposes.
  - **Limitation of Liability:** To the maximum extent permitted by law, we are not liable for any indirect or consequential loss, or for any loss of profits, revenue, data, goodwill or business opportunities arising from your use of the Site. Our liability to you for any direct loss is limited to \$100 AUD.
  - **Your Responsibility:** You are responsible for ensuring that any information, services or materials available through the Site meet your requirements.
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### **4. Privacy**

Our use of your personal information is governed by our [Privacy Policy] (insert link). By using the Site, you acknowledge and agree to the collection and use of information as described in that policy.

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### **5. Access from Outside Australia**

The Site is operated from Sydney, Australia. If you access the Site from outside Australia, you are responsible for compliance with local laws. We make no representation that Site content is appropriate or available in other countries.

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### **6. Notices and Contact**

If you need to provide formal notice under these Terms, please write to us at:

**Fintorq Technology Pty Ltd (ACN 690 384 377)**  
Level 19, 109 Pitt Street  
Sydney NSW 2000  
Australia  
Attn: Legal

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### **7. General Terms**

- These Terms form the entire agreement between you and Fintorq Technology Pty Ltd regarding use of the Site.
- If any provision is found invalid, the rest remain fully enforceable.
- Our failure to enforce any right under these Terms does not waive that right.
- You may not assign these Terms to another party without our consent. We may assign them without notice in the event of a merger, acquisition, or sale of assets.
- These Terms are governed by the laws of New South Wales, Australia.