

WEBSITE TERMS AND CONDITIONS

1 INTRODUCTION

- (a) These Website Terms and Conditions apply when you access or use the AffordaLive website available at <https://affordalive.com.au>, including any public pages, content, calculators and other features made available through that website (Website).
- (b) In these Website Terms and Conditions, we, us and our mean AffordaLive Pty Ltd, ABN or ACN 52 700 935 940 (AffordaLive).
- (c) By accessing or using the Website, you agree to be bound by these Website Terms and Conditions.
- (d) If you do not agree to these Website Terms and Conditions, you must not access or use the Website.

2 ACCESS AND USE OF THE WEBSITE

- (a) You may access and use the Website only:
 - (i) for lawful, personal and non-commercial purposes;
 - (ii) in accordance with these Website Terms and Conditions and applicable laws; and
 - (iii) using the functions and methods that we make available through the Website.
- (b) You must be at least 18 years old and legally capable of entering into a binding agreement to purchase a paid Product, create an Account or submit personal or financial information for the generation of a Report.
- (c) You are responsible for ensuring that any device, internet connection, browser or software you use to access the Website is suitable and secure.

3 PRODUCTS AND ADDITIONAL TERMS

- (a) Separate terms may apply when you use a calculator, purchase or receive a Report, create an Account, commence a Subscription or use another Product.
- (b) Any additional terms will be presented or made available to you before or when you use or purchase the relevant Product.
- (c) If there is an inconsistency between these Website Terms and Conditions and terms that apply specifically to a Product, the Product-specific terms prevail to the extent of the inconsistency.

4 YOUR OBLIGATIONS

You must not, and must not attempt to or permit another person to:

- (a) copy, reproduce, mirror, translate, adapt, modify, vary, decipher, decompile, disassemble, reverse engineer or create derivative works from any part of the Website, except where expressly permitted by us or applicable law;
- (b) use the Website for any purpose other than accessing information, using available calculators or tools, purchasing or receiving a Product, managing an Account or Subscription, or contacting us;
- (c) use the Website in a manner that is unlawful, fraudulent, misleading, deceptive, abusive, discriminatory, defamatory, threatening, harassing, obscene or otherwise harmful;
- (d) provide information that you know is false, misleading, unlawfully obtained or supplied without authority;
- (e) provide personal, financial, household or other information about another person unless you are authorised to do so;
- (f) upload, transmit or introduce malware, viruses, ransomware, malicious code or other material intended to disrupt, damage or compromise the Website or another system;

- (g) interfere with, disrupt, overload, damage or impair the Website or any server, network, database or Third-Party Provider used to operate it;
- (h) use a bot, scraper, crawler, automated script or other automated process to access, monitor, copy, extract, harvest or collect Website content or data without our prior written approval;
- (i) bypass, disable, defeat or interfere with any security, authentication, access-control, usage-limit or technological protection measure;
- (j) gain or attempt to gain unauthorised access to any Account, data, system, server, network or non-public part of the Website;
- (k) scan, probe or test the Website or any related system for vulnerabilities without our prior written approval;
- (l) overload, flood, mailbomb, crash or submit excessive requests to the Website or participate in a denial-of-service or distributed denial-of-service attack;
- (m) remove or alter any copyright, trade mark, attribution, disclaimer, warning or other proprietary notice;
- (n) sell, sublicense, rent, lease, publish, distribute, commercially exploit or make the Website or Website Content available to another person except as expressly permitted by us;
- (o) use any calculation, Report, score, ranking, comparison or other output to provide financial, credit, property, legal, investment or other professional advice to another person;
- (p) use the Website or any output to make or support an automated decision about another person's eligibility for credit, insurance, housing, employment or another significant service;
- (q) misrepresent your association with us or falsely suggest that we endorse, sponsor or approve you; or
- (r) use the Website in any way that may reasonably damage its security, integrity, operation or availability, or infringe another person's privacy, confidentiality, Intellectual Property Rights or other legal rights. We may suspend, restrict or terminate your access to the Website or any Account if we reasonably believe you have breached this clause or if doing so is reasonably necessary to protect the Website, us, our users or any third party, and, where reasonably practicable, we will give you notice and an opportunity to remedy a remediable breach.

5 INFORMATION ON THE WEBSITE

- (a) We take reasonable steps to maintain the Website and keep its content current, but the Website may from time to time:
 - (i) contain errors, omissions or technical defects;
 - (ii) be unavailable, interrupted or delayed;
 - (iii) experience delays or failures in transmitting messages, Reports or other communications;
 - (iv) display information that is incomplete, delayed, estimated or no longer current; or
 - (v) be affected by maintenance, updates, third-party services, data-source limitations or matters outside our reasonable control.
- (b) The Website may use automated systems, formulas, assumptions, modelling, information supplied by users and Third-Party Data to generate calculations, estimates, comparisons, classifications, rankings, projections and other outputs.
- (c) Information and outputs made available through the Website:
 - (i) are provided for general information only;
 - (ii) may be based on averages, medians, estimates, historical information, benchmarks or modelled data;
 - (iii) may not reflect the price, rent, condition, availability or characteristics of a particular property;

- (iv) may not account for every relevant personal, financial, property or market circumstance; and
- (v) may not be suitable for your individual circumstances.
- (d) The Website and its content do not constitute financial product advice, credit assistance, lending advice, legal advice, tax advice, property advice, a valuation or any other professional advice.
- (e) You should make your own enquiries, obtain current information and seek appropriate independent professional advice before making a financial, credit, property, rental or other decision.
- (f) We may update, correct, replace, suspend or remove Website Content, functionality, data sources, assumptions, methodologies, Product descriptions and prices where reasonably necessary.
- (g) A change will not retrospectively alter the price or material inclusions of a Product that you have already purchased, except where reasonably necessary to comply with law, address a security or technical issue, correct an error or protect the integrity of the Product.
- (h) Nothing in this clause excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law.

6 INTELLECTUAL PROPERTY

- (a) All Intellectual Property Rights in the Website and Website Content are owned by us, our related entities or our licensors.
- (b) Website Content includes:
 - (i) text, graphics, logos, branding, trade marks, designs, icons, images, audio and video material;
 - (ii) pricing, downloads, documents, Reports and other written content;
 - (iii) software, source code, object code, databases and technical infrastructure;
 - (iv) calculators, formulas, algorithms, scoring systems, methodologies and classification frameworks;
 - (v) report templates, layouts, tables, charts and visual presentation;
 - (vi) compilations, arrangements and transformations of data; and
 - (vii) any updates, improvements, modifications or derivative works relating to those materials.
- (c) Where Intellectual Property Rights are owned by a related entity or third-party licensor, we use those materials under licence. That ownership does not change the identity of the entity contracting with you.
- (d) Subject to these Website Terms and Conditions, we grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to:
 - (i) access and view the Website and Website Content for your personal and non-commercial use;
 - (ii) use any calculator or tool for the purpose for which it is made available;
 - (iii) download, save and print materials where the Website expressly permits you to do so; and
 - (iv) use any lawfully purchased Report in accordance with the terms applying to that Report.
- (e) You must not, except where expressly permitted by us, these Website Terms and Conditions or applicable law:
 - (i) copy, reproduce, adapt, translate, modify or create derivative works from the Website or Website Content;

- (ii) publish, transmit, distribute, sell, sublicense, rent, lease or commercially exploit the Website or Website Content;
 - (iii) remove or alter any copyright, trade mark, attribution, disclaimer, warning or proprietary notice;
 - (iv) use our branding in a way that suggests sponsorship, endorsement or affiliation without our prior written consent; or
 - (v) use any Website Content to create, train, develop or provide a competing product or service.
- (f) No Intellectual Property Rights are assigned or transferred to you except for the limited licence expressly granted under this clause.

7 LINKS TO THIRD-PARTY WEBSITES

- (a) The Website may contain links to websites, applications, services or resources operated by third parties.
- (b) Those links are provided for convenience or informational purposes only.
- (c) We do not control and are not responsible for:
 - (i) the content, accuracy, availability, security or operation of a third-party website, application or service;
 - (ii) the privacy, data-handling or security practices of a third party;
 - (iii) any information, representation, product, service or offer made available by a third party; or
 - (iv) any loss arising from your access to or use of a third-party website, application or service, except to the extent that liability cannot lawfully be excluded.
- (d) The inclusion of a link does not imply that we endorse, sponsor, approve or are affiliated with the relevant third party.
- (e) Third-party websites, applications and services are governed by their own terms, privacy policies and security practices.
- (f) You should review the applicable terms and privacy policy before using a third-party website, application or service or providing personal information to it.

8 SECURITY

- (a) We take reasonable steps to protect the Website and information handled through it from misuse, interference, loss and unauthorised access, modification or disclosure.
- (b) However, no website, system or electronic transmission can be guaranteed to be completely secure, uninterrupted or free from malware, ransomware, viruses, malicious code, interception, errors or unauthorised access.
- (c) You must take reasonable precautions when accessing or using the Website, including by:
 - (i) using supported devices, browsers and current security software;
 - (ii) keeping your devices, email account and any Account credentials secure;
 - (iii) using strong and unique passwords;
 - (iv) not sharing passwords or authentication details with another person;
 - (v) not accessing the Website through an insecure or compromised device or network; and
 - (vi) notifying us promptly if you know or suspect that an Account, Report, communication or other information has been accessed, disclosed or sent without authority.
- (d) To the extent permitted by law, we are not responsible for loss caused or contributed to by:
 - (i) your device, software, browser, network, internet connection, email service or security settings;

- (ii) your failure to take reasonable security precautions;
 - (iii) your disclosure, loss or misuse of Account credentials;
 - (iv) an unauthorised integration, modification, automated process or third-party tool; or
 - (v) a cyber incident or third-party event outside our reasonable control.
- (e) If we become aware of a suspected or actual security incident affecting personal information held by us, we will investigate and take reasonable steps to contain, assess and respond to the incident in accordance with applicable law.
- (f) Nothing in this clause excludes, restricts or modifies any consumer guarantee, right, remedy or liability that cannot lawfully be excluded, restricted or modified.

9 REPORTING MISUSE

- (a) If you become aware of:
- (i) unauthorised, unlawful or improper use of the Website;
 - (ii) a suspected security vulnerability or incident;
 - (iii) an error, omission or technical issue affecting the Website or Website Content;
 - (iv) a paid Report that has not been delivered, cannot be opened, is duplicated or appears materially incomplete; or
 - (v) any difficulty accessing or using the Website,
 - (vi) you should notify us as soon as reasonably practicable using the contact details or support form published on the Website.
- (b) Your notice should include the information reasonably available to you, such as:
- (i) your name and contact details;
 - (ii) a description of the issue;
 - (iii) when the issue occurred;
 - (iv) the relevant page, Product, order or Report details; and
 - (v) any screenshot, error message or other supporting information.
- (c) You must not publicly disclose, exploit or test a suspected security vulnerability beyond what is reasonably necessary to identify and report it.
- (d) We will take reasonable steps to assess and respond to a report, but we do not guarantee a particular response or resolution time unless expressly stated in applicable Product Details.

10 PRIVACY

- (a) We collect, hold, use and disclose personal information in accordance with our Privacy Policy, available at <https://affordalive.com.au/privacy.html>.
- (b) By accessing or using the Website, submitting information, purchasing a Product, creating an Account or contacting us, you acknowledge that we may handle personal information as described in the Privacy Policy.
- (c) Where you provide personal information about another person, including a partner, household member, dependant or co-buyer, you must ensure that:
- (i) you are authorised to provide that information;
 - (ii) the information is relevant to your use of the Website or a Product; and
 - (iii) the person has been informed that their information may be handled in accordance with our Privacy Policy.
- (d) Our Cookies Policy, available at <https://affordalive.com.au/privacy.html#cookies>, explains how we use cookies and similar technologies in connection with the Website.

- (e) Nothing in this clause limits any right or remedy available to you under applicable privacy or consumer protection laws.

11 LIABILITY

- (a) Nothing in these Website Terms and Conditions excludes, restricts or modifies:
 - (i) any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law;
 - (ii) any liability for fraud, wilful misconduct, personal injury or death caused by negligence; or
 - (iii) any other liability that cannot lawfully be excluded, restricted or modified.
- (b) To the maximum extent permitted by law, we are not liable for:
 - (i) any indirect, incidental, special or consequential loss;
 - (ii) any loss of profit, revenue, opportunity, anticipated savings, goodwill, reputation or data; or
 - (iii) any loss arising from your reliance on information, content, calculations, estimates, comparisons, classifications, rankings, projections or other outputs made available through the Website without making the enquiries or obtaining the advice contemplated by these Website Terms and Conditions,
 - (iv) except to the extent that the loss was reasonably foreseeable and directly caused by our failure to comply with a consumer guarantee or other obligation that cannot lawfully be excluded.
- (c) We are not responsible for loss caused or contributed to by:
 - (i) inaccurate, incomplete, outdated or unauthorised information supplied by you;
 - (ii) your use of the Website or Website Content contrary to these Website Terms and Conditions;
 - (iii) your reliance on information or an output after relevant circumstances, data or market conditions have changed;
 - (iv) your failure to obtain current information or appropriate independent professional advice;
 - (v) a decision or action of a lender, landlord, real estate agent, insurer, government body or other third party;
 - (vi) a Third-Party Provider, third-party website, service or data source outside our reasonable control; or
 - (vii) your failure to take reasonable steps to avoid or reduce the loss.
- (d) Our liability will be reduced to the extent that your act or omission caused or contributed to the loss.
- (e) Where the Australian Consumer Law permits us to limit liability for a failure to comply with a consumer guarantee, our liability is limited, at our option, to:
 - (i) in the case of goods, replacing the goods, supplying equivalent goods, repairing the goods, paying the cost of replacement or equivalent goods, or paying the cost of repair; and
 - (ii) in the case of services, supplying the services again or paying the reasonable cost of having the services supplied again. To the maximum extent permitted by law, AffordaLive's aggregate liability arising out of or in connection with the Website and these Website Terms and Conditions, other than liability addressed in the preceding sentence or liability that cannot lawfully be limited, is limited to the total amount you paid to AffordaLive for the Product giving rise to the claim during the 12 months preceding the event giving rise to liability.
- (f) Nothing in this clause limits any liability or remedy arising under separate terms that apply to a paid Product.

12 GENERAL

12.1 GOVERNING LAW AND JURISDICTION

- (a) These Website Terms and Conditions are governed by the laws of Queensland, Australia.
- (b) Subject to any right you may have under applicable consumer protection law to bring proceedings in another jurisdiction, each party submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts entitled to hear appeals from those courts.

12.2 WAIVER

- (a) A failure or delay by a party to exercise a right, power or remedy under these Website Terms and Conditions does not operate as a waiver of that right, power or remedy.
- (b) A waiver is effective only if it is in writing and given by the party granting the waiver.
- (c) A waiver of one breach does not constitute a waiver of any other breach.

12.3 SEVERANCE

- (a) If any provision of these Website Terms and Conditions is wholly or partly invalid, illegal or unenforceable, it will be read down to the minimum extent necessary to make it valid and enforceable.
- (b) If it cannot be read down, the invalid, illegal or unenforceable part will be severed without affecting the remaining provisions.

12.4 ASSIGNMENT

- (a) You must not assign, transfer or otherwise deal with your rights or obligations under these Website Terms and Conditions without our prior written consent, which we may withhold where reasonably necessary to protect our legitimate business, legal, security or operational interests.
- (b) We may assign or transfer our rights or obligations under these Website Terms and Conditions to:
 - (i) a related entity;
 - (ii) a successor to our business or the relevant part of it; or
 - (iii) a purchaser of all or a substantial part of the business or assets associated with the Website,provided that the assignment or transfer does not materially reduce your rights.
- (c) Where reasonably practicable, we will notify you of a transfer that materially affects the administration of these Website Terms and Conditions.

12.5 ENTIRE AGREEMENT

- (a) These Website Terms and Conditions constitute the entire agreement between you and us concerning your general access to and use of the Website.
- (b) These Website Terms and Conditions do not replace any separate terms that apply to a Product, purchase, Account or Subscription.
- (c) Our Privacy Policy and Cookies Policy explain our privacy and cookie practices but do not form part of these Website Terms and Conditions unless expressly stated otherwise.
- (d) These Website Terms and Conditions supersede any prior discussion, communication, representation, arrangement or understanding concerning their subject matter.
- (e) Nothing in this clause excludes liability for fraud, misleading or deceptive conduct or any representation, right or remedy that cannot lawfully be excluded.

12.6 VARIATION

- (a) We may amend these Website Terms and Conditions where reasonably necessary to:
 - (i) comply with law or regulatory requirements;

- (ii) address security, technical or operational requirements;
- (iii) reflect changes to the Website or our business practices; or
- (iv) improve clarity or correct an error.
- (b) The updated version will be published on the Website together with its effective date.
- (c) Where a change is material and adversely affects your rights, we will take reasonable steps to notify affected users before it takes effect, unless the change must take effect sooner for legal, regulatory or security reasons, and the change will apply only to use of the Website after its effective date.
- (d) An amendment will not retrospectively remove an accrued right or exclude a liability that cannot lawfully be excluded.

12.7 ELECTRONIC COMMUNICATIONS

- (a) You consent to these Website Terms and Conditions, notices and other communications being provided electronically, including through the Website or the email address you provide to us.
- (b) A notice sent by email is taken to be received 24 hours after it is sent unless:
 - (i) the sender receives a delivery failure notification;
 - (ii) the sender knows or reasonably suspects that the email was not delivered; or
 - (iii) applicable law requires another method or time of service.

12.8 RELATIONSHIP

- (a) Nothing in these Website Terms and Conditions creates a partnership, joint venture, employment, fiduciary or agency relationship between you and us.
- (b) You have no authority to bind us.

12.9 INTERPRETATION

Unless the context requires otherwise:

- (a) **Account** means a user account made available through the Website;
- (b) **Intellectual Property Rights** means all present and future intellectual property and analogous rights anywhere in the world;
- (c) **Product** means any calculator, Report, Subscription or other product or service made available through the Website;
- (d) **Product Details** means the description, inclusions and other terms presented for a Product;
- (e) **Report** means a report or other output generated or supplied through the Website;
- (f) **Subscription** means a recurring arrangement for access to a Product;
- (g) **Third-Party Data** means data obtained from a source other than you or AffordaLive;
- (h) **Third-Party Provider** means a third party that supplies data, infrastructure or services used in connection with the Website; and
- (i) **Website Content** means all content, materials, data, software and functionality made available through the Website;
- (j) words in the singular include the plural and vice versa;
- (k) a reference to a person includes an individual, company, partnership, trust, association, government body or other legal entity;
- (l) you and your mean the individual who accesses or uses the Website, including any individual who purchases or uses a Product;
- (m) a reference to a party includes its successors and permitted assigns;
- (n) a reference to a document includes that document as amended or replaced from time to time in accordance with its terms;

- (o) a reference to law includes any amendment, replacement and subordinate legislation made under it;
- (p) the words including, includes and similar expressions do not limit the words preceding them;
- (q) headings are for convenience only and do not affect interpretation;
- (r) a reference to writing includes email and other electronic communication;
- (s) a reference to a day means a calendar day;
- (t) no provision will be interpreted against a party merely because that party prepared it; and
- (u) a reference to \$, dollars or AUD is to Australian currency.

13 CONTACT

Questions about these Website Terms and Conditions may be directed to:

Legal Entity: AffordaLive Pty Ltd

ABN or ACN: 52 700 935 940

Email: contact@affordalive.com.au

Website: <https://affordalive.com.au>

These Website Terms and Conditions were last updated on 5 August 2026.