

# Terms of Use

## [HTTPS://MARKETPLACE.MYDEAL.COM.AU/LOANS](https://marketplace.mydeal.com.au/loans) – TERMS OF USE AGREEMENT

[HTTPS://MARKETPLACE.MYDEAL.COM.AU/LOANS](https://marketplace.mydeal.com.au/loans) (THE "SITE") IS A LOAN APPLICATION SITE PROVIDED BY E-COM (AUS) PTY LTD, ABN 60 150 104 715 ("MYDEAL"/"US"/"WE") AND POWERED BY PROSPA ADVANCE PTY LTD ACN 154 775 667 ("PROSPA"). PLEASE READ THE FOLLOWING TERMS & CONDITIONS (THIS "AGREEMENT"/"THESE TERMS AND CONDITIONS") CAREFULLY BEFORE USING THE SITE.

BY ACCESSING OR USING THE SITE, YOU, A USER, AGREE TO BE BOUND BY AND ACCEPT WITHOUT LIMITATION OR QUALIFICATION THE FOLLOWING TERMS & CONDITIONS. THIS AGREEMENT FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU, THE USER, AND MYDEAL.

### 1. USER REPRESENTATIONS

You represent and warrant to us that:

- (a) you are at least 18 years of age;
- (b) you possess the legal right and ability to enter into a legally binding agreement with MyDeal and/or Prospa (with respect to any business loan Product);
- (c) you will use the Site in accordance with this Agreement; and
- (d) any loan application through the Site is for business purposes only.

### 2. BASIS OF OUR RELATIONSHIP

- 2.1 MyDeal provides a Site whereby you, the User, may apply for unsecured business loans from Prospa via the Site. MyDeal has a limited role in the loan application in that it simply refers the opportunity to Prospa for consideration.
- 2.2 MyDeal is not a party to any agreement (including loan agreement) between Prospa and the User. MyDeal is not responsible for the Prospa's or User's performance of their obligations under any agreement between Prospa and the User.
- 2.3 You agree to release and forever discharge MyDeal from any and all claims, actions, demands or proceedings, which you may make institute or claim, in relation to:
  - (a) to any loan application made through the Site;
  - (b) any agreement between Prospa and you, and all matters relating to such agreement;
  - (c) the performance of any agreement between Prospa and the User, or failure to perform any obligation under such agreement by Prospa.
- 2.4 You understand and acknowledge that MyDeal:
  - (a) is not making any financial product offer (including loans);
  - (b) does not endorse any financial product offer;
  - (c) does not review any loan application and does not participate in the decision-making process for making loans; and
  - (d) is not recommending that any loan provided by Prospa is fit for your purposes.

### 3. INDEMNIFICATION

Users agree to defend, indemnify and hold harmless MyDeal, its related bodies corporate and their respective directors, officers, employees and agents from and against all loss, cost, expense, damage, claims, demands, suits, actions or proceedings (including legal costs and expenses) arising out of:

- (a) the wrongful use of the Site by the User (or caused or authorized by the User); and
- (b) breach of this Agreement by the User.

### 4. JURISDICTION

- (a) This Agreement is governed by and in accordance with the laws of the State of Victoria (exclusive of its rules regarding conflicts of laws). The User and MyDeal irrevocably submit to the jurisdiction of the Courts of the State of Victoria and their Courts of Appeal in relation to this Agreement.