

Clear Financial Solutions

Terms and Conditions of Membership

To use a Clear Financial Solutions Service, including the DRP program, you are required to agree to the following terms and conditions:

Your membership constitutes your acceptance of our terms and conditions. Our terms and conditions may change upon thirty (30) days notice being given, however will be made available at all times that our web site is operational.

Your continued use of the Service after such postings will constitute your acceptance of any such revisions and or variations.

As such Clear Financial Solutions Members, should consult our web site on a regular basis to ensure that they conform to the most recent version. Questions regarding our terms and conditions should be directed to Clear Financial Solutions.

Your access to the Clear Financial Services Service is subject to these terms and conditions and any other instructions that we give you from time to time, whether through our web site or otherwise.

Subsequent terms and conditions revoke any earlier versions.

Content Provided on Our Web Site and in Emails to Members

Clear Financial Solutions will always in good faith attempt to ensure that all content is current, accurate and complete however accepts no liability for any incorrect or incomplete information provided on our website. The web site is provided on an "as is" basis. Clear Financial Solutions makes no representations or warranties of any kind, express or implied as to:

- the operation of our web site
- the information, content, or products and services included on our web site
- the suitability of any third parties featured on our web site.

Clear Financial Solutions is not responsible for emails and alerts which are not received by you.

You may not copy, reproduce or adapt any material contained in the Clear Financial Solutions website (www.clearfs.com.au), or in any communications sent originally by Clear Financial Solutions for any purpose.

Any and all logos, images and financial information of third parties (i.e. lenders) have been quoted for illustration purposes only and remain the property of each such third party. Clear Financial Solutions uses these resources with their permission.

Finance and Lending Offers

Clear Financial Solutions is not a financier or lender of any kind nor does it represent itself out to be a financier or lender.

With regard to any and all information which may be provided by any third party web sites, Clear Financial Solutions has not reviewed or approved, does not control and is not responsible for any such third party web sites nor their content, services, products, or privacy policies.

You acknowledge and agree that Clear Financial Solutions is not responsible for the availability of any such third party web sites and is not responsible for any content, advertising, products, or any other information on or available from any such web sites.

You acknowledge that you shall be solely responsible for determining the quality, accuracy, content, nature and reliability of any such information as well as any personal risks to which you may be exposed to through the use of any such information.

You acknowledge that Clear Financial Solutions is not responsible for any lender policies that result in a restriction to the Service or any program.

Loss, Damage and Disputes

Clear Financial Solutions accepts no liability, loss or damage caused by taking up any finance or lending offers contained in or associated within this web site or from associated third party web sites nor will Clear Financial Solutions become involved in any dispute arising from any finance or lending offers that may not be available. We suggest that you always read the terms and conditions of any and all finance and lending offers that you take up and ensure that you understand this information before accepting the offer. Clear Financial Solutions is not responsible and accepts no liability for any issues, disputes or legal ramifications arising from any finance being applied for and subsequently provided by any third parties.

Financial Content

You agree that Clear Financial Solutions is not a financial planner.

You should assess whether the information on this web site is appropriate to your particular objectives and needs. You should do this before making any decision on the basis of the information on this web site. You can make this assessment yourself, however, we strongly suggest you seek the assistance of a professional financial adviser before doing so.

The Clear Financial Solutions Service

The Clear Financial Solutions Service provided consists of Debt Reduction Programs, Mortgage Broking and Support Programs.

The Service is provided subject to these terms and conditions.

Access by Clear Financial Solutions Members imposes certain responsibilities and obligations upon you.

Clear Financial Solutions cooperates with other systems administrators and network providers to supply a reliable service. Whilst we respect your privacy and right to use the Service as freely as possible, we reserve the right to monitor user activity.

You agree that we may block ports should we be required to do so for network security or network efficiency.

Your Membership Account

You represent that you are at least 18 years old and that you have the right and ability to become a member. Persons under the age of 18 cannot become a member.

You will be allocated a username and password that you must use to gain access to the Service. You agree to keep your password confidential. You must notify us immediately if you lose your password or if it is disclosed to anyone. It is your sole responsibility to protect your password and to immediately notify Clear Financial Solutions of any unauthorised use of your membership account. You may change your password at any time. You acknowledge that anyone who correctly enters your username and password will gain access to your membership account and that you will be responsible and liable for the activities of that person whilst they are online, for any material to which that person is exposed, and any and all costs or charges associated with that person's use of the Service.

During the order process, you must supply us with a Security ID question and answer. Upon opening a membership account your Security ID is required in order to identify you. You acknowledge that we will disclose any information in connection with your membership account to anyone who can provide the answer to your Security ID questions.

Responsibility for the installation, configuration and purchase of your software and hardware for the purpose of using the Service rests solely with you. You must ensure that all software used on your equipment is properly licensed.

You may permit another person, including a minor, to use your membership account and you assume all responsibility and liability for the activities that person conducts on line, and for any material to which that person is exposed.

You may not assign or transfer any of your rights or obligations under these terms and conditions.

Clear Financial Solutions undertakes only limited monitoring for and filtering of Spam. It is the responsibility of each end user to implement spam filtering software.

You must not use, suffer, or permit another to use the Service in an unlawful manner that violates any local, State, Commonwealth or international law, order or regulation.

You must respect intellectual property, ownership of data and information and system security mechanisms.

You acknowledge and accept that you are responsible for your use of the Service including for the content of any data or information, which you may send or receive or store while using the Service.

You acknowledge that the network used to provide the Service is not necessarily a secure and confidential method of communications and that you transmit data on the network at your own risk.

You acknowledge that neither Clear Financial Solutions nor any of its providers will be responsible for ensuring that any material sent or received by means of the Services is sent or received correctly.

Use of Information

You agree not to use the Clear Financial Solutions Service to:-

Store, send, or distribute material which is unsolicited, offensive, obscene, indecent, pornographic, confidential, menacing, may cause annoyance or needless anxiety, or that could give rise to civil or criminal proceedings.

Do anything, including store, send or distribution of material which interferes with the normal operation of the Service or its use by other users or restricts any person or which inhibits any other user from enjoying the Service.

Forge or fraudulently use header information, email source address or other user information.

Use another person's name, username or password or otherwise attempt to gain access to the membership account of any other member.

Attempt any of the above, or permit another person to do any of the above.

Except as required by law, you agree not to disclose, divulge, communicate to or otherwise place at the disposal of any third party and must keep in the strictest confidence any clearly identified Confidential Information of which you become aware through the provision of the Service.

Notices

Notices may be issued to us from time to time in accordance with relevant State and or Commonwealth legislation and which may require us to attend to certain matters, which may include removing certain content from our servers or to disable access to the material alleged to be infringing our servers.

You acknowledge that we may monitor your use of the Service to ensure your compliance with these terms. In conjunction with relevant law enforcement agencies we may investigate any misuse of the Service by you. If your use of the Service results in loss to Clear Financial Solutions or other members, we may require you to pay compensation.

You may not resell, offer or make available any services provided by Clear Financial Solutions, to any other party.

Charges, Billing and Payment

You agree that all monies are non-refundable and that fees are payable in advance.

You accept responsibility to pay any costs or charges incurred by using your account. Current charges for using the Clear Financial Solutions Service are detailed on the Clear Financial Solutions web site. Clear Financial Solutions may vary the terms of this Agreement including any fees, rates and charges by providing thirty (30) day's notice to you of any other variation. Your continued use of the Service after such notice will constitute acceptance of the variation.

You must only contact Clear Financial Solutions in respect of the Clear Financial Solutions Service.

You are liable for all charges associated with the Service, even in the event your password has been lost or stolen, or if it appears your service has been used without your authority (including by hacking), or if it appears your service has been accessed fraudulently.

You are legally responsible for and must pay the cost of all Internet access charges incurred when accessing or using the Service, including any connection charges or charges by any content provider.

If you pay for the Clear Financial Solutions Service by direct debit payment (either from your credit card or from your nominated bank account), you authorise us to debit any undisputed outstanding charges (including break costs, if any) from your credit card or bank account.

Inappropriate Content

Some material on the Internet may be offensive, inappropriate or unsuitable. You agree that we accept no responsibility whatsoever for any content and services offered by other individuals or companies on the Internet or for any other information whatsoever passing through the Service.

You are solely responsible for all information you publish on the Internet.

Clear Financial Solutions reserves the right to remove, or prevent access to, any information or materials that it deems to be offensive or inappropriate regardless of whether the content is unlawful.

Termination of Your Membership Account

You must notify us if the Service is no longer required. Break fees will apply.

You remain liable for any charges you incur up to the effective date of termination of your membership account. No refund of any fees will be granted, and no unused services credited to your account will be redeemable.

You may terminate the Service by notifying us over the phone (you must be the account holder or know the answer to the Security ID question) or by notifying us in writing.

If, in our reasonable opinion, you breach any of these terms and conditions, Clear Financial Solutions reserves the right to terminate your membership or vary the Service provided to you without notice.

If in our reasonable opinion, your use or attempted use of the Service compromises the network or systems used to deliver the Service or place at risk the delivery of the Service to other users then Clear Financial Solutions may without notice to you act to terminate or suspend your use of the Service or part of the Service.

You acknowledge that Clear Financial Solutions may depend on other suppliers to provide the Service and the ability of Clear Financial Solutions to provide the Service to you may be affected by other suppliers, which is beyond the control of Clear Financial Solutions.

Indemnity and Liability

You accept that your use of Clear Financial Solutions is at your own risk. Neither Clear Financial Solutions nor its providers will be liable for any loss, damage, cost, expense or liability arising from any claims due to your use, misuse or attempted use of any facility or service covered by this Agreement. Further, you agree to fully indemnify, and to keep indemnified, Clear Financial Solutions and its providers for any loss, damage, cost, expense or liability reasonably incurred or suffered by, or awarded against, Clear Financial Solutions or its providers and which arises from your use, misuse or attempted use of any facility or service covered by this Agreement.

You understand that the Internet contains viruses and computer programs that may destroy or corrupt data on your own system. You agree to protect your system against viruses on a regular basis. You agree that we have no control over such programs or viruses and that we are not liable for any damage to, or loss of data caused by a virus or other similar program. You are solely liable for all charges arising from use of your account as a result of viruses or computer programs.

You expressly agree that use of the Service including any content you may obtain through or on the Service including reproduction, communication or making available of material derived from your use of the Service is at your sole risk.

The liability of the Clear Financial Solutions and any of its providers for breach of any of our terms and conditions or under any remedy implied by law (which cannot be excluded) will be limited (if permitted by law) to the repair or re-supply of the Service or the payment of the cost of having the Service re-supplied (at Clear Financial Solution's option) and reduced to the extent that such liability is caused by your negligent acts or omissions, or a breach by you of our terms and conditions.

The liability of Clear Financial Solutions and its providers to you for all direct, indirect and consequential losses, damages, costs, expenses, actions and claims arising out of or otherwise in connection with this Agreement, whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise, is limited to the total fees paid by you under this Agreement in respect of the relevant Service preceding the relevant cause of action accruing (or, if there is more than one, the total fees paid by you in respect of the Service preceding the last cause of action accruing).

You agree that we do not warrant that the Service will be available continuously or free of faults and that we are not liable in any way if your equipment fails.

Jurisdiction and Arbitration

Your use of the Service and our terms and conditions are governed by and construed in accordance with the laws of the State of South Australia and you hereby submit to the non-exclusive jurisdiction of the courts of that State.

If any dispute or difference whatever shall arise with respect to or arising out of the Service or our terms and conditions any part of them any such dispute or difference shall be attempted to be settled amicably. Should this fail one party may give the other party formal written notice of the dispute or difference and after seven (7) days if the dispute or difference is not settled then the same shall be and is hereby referred to the arbitration of a single arbitrator if the parties agree on one and if not such arbitrator shall be nominated by the President of the Law Society of South Australia. The decision made by the arbitrator shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise awarded.