



## Website Terms of Use Policy

### About this policy

This policy applies to this website, which is operated on behalf of Crescent Finance Pty Ltd ABN 56 643 865 874 and Crescent Finance Master Income Fund Pty Ltd ACN 667 331 535 and Crescent Finance Licensing Pty Ltd ACN 666 538 076, and their related bodies corporate (**we/us/our**).

We are committed to protecting your privacy.

This policy explains how your personal information will be treated as you access and interact with this website. For information on how we deal with your personal information and credit-related information generally, please access our Privacy & Credit Reporting Policy at <https://crescentfinance.com.au>.

This policy may change from time to time.

### Collection and use of information

We may collect personal information from you directly or via your use of our services. We will only collect personal information that is reasonably necessary for, or directly related to, our functions or activities.

### Accessing our website from a mobile device

If accessing our website from a mobile device, you may not be able to view the full range of information normally available on our website as displayed on a computer device.

### Sensitive information

Sensitive information is any information about a person's racial or ethnic origin, political opinion, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record or health information.

We will not ask you to disclose sensitive information, but if you elect to provide sensitive information, it will also be captured and stored.

### Information from third parties

Our website may contain links to the websites of third party providers of goods and services (**Third Party Websites**). If you have accessed Third Party Websites through our website, and if those third parties collect information about you, we may also collect or have access to that information as part of our arrangements with those third parties.

Where you access a Third Party Website from our website, cookie information, information about your preferences or other information you have provided about yourself may be shared between us and the third party.

### Intellectual property

Nothing in this policy constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in this website.

### Advertising and tracking

When you view our advertisements on a Third Party Website, the advertising company may use 'cookies' and in some cases 'web beacons' to collect information such as:

- the server your computer is logged onto;
- your browser type;



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- the date and time of your visit; and
- the performance of their marketing efforts.

When you access our website after viewing one of our advertisements on a Third Party Website, the advertising company collects information on how you utilise our website (eg which pages you view) and whether you complete an online application.

## **Cookies**

We use 'cookies' to provide you with better and more customised service and with a more effective website.

A 'cookie' is a small text file placed on your computer by our web page server. A cookie can later be retrieved by our webpage servers. Cookies are frequently used on websites, and you can choose if and how a cookie will be accepted by configuring your preferences and options in your internet browser. Disabling cookies may result in limiting certain website features, which may impact the overall functionality of the website.

We use cookies for different purposes such as:

- to allocate a unique number to your internet browsers;
- to customise our website for you;
- for statistical purposes;
- to identify if you have accessed a Third Party Website; and
- for security purposes.

## **IP addresses**

Your IP address is the identifier for your computer when you are using the internet.

It may be necessary for us to collect your IP address for your interaction with various parts of our website.

## **Online applications**

When you send a completed online application to us, we retain the information contained in that application. We are able to then use that information to provide any financial services that you require.

You can also suspend and save online applications, so you can complete and submit the applications at a later time. If you suspend or save your application, the information that you have entered will be retained in our systems so that you may recover the information when you resume your application. Online applications that have been suspended or saved may be viewed by us.

## **Security of information**

The security of your information is very important to us.

We regularly review developments in security and encryption technologies. Unfortunately, no data transmission over the internet can be guaranteed as totally secure.

We take all reasonable steps to protect the information in our systems from misuse, interference, loss, and any unauthorised access, modification or disclosure.

If we no longer require your information, and we are legally permitted to, we will take all reasonable steps to destroy or de-identify the information.



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We take reasonable steps to preserve the security of cookie and personal information in accordance with this policy. If your browser is suitably configured, it will advise you whether the information you are sending us will be secure (encrypted) or not secure (unencrypted).

## **Liability**

To the full extent permitted by law, we exclude:

- (a) all liability in respect of loss of data, interruption of business or any consequential or incidental damages; and
- (b) all representations, warranties or terms (whether express or implied) other than those expressly set out in this policy.

This policy is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:

- (a) in the case of goods:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of having the goods repaired, and
- (b) in the case of services:
  - (i) the supply of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

## **Direct marketing**

We will not use or disclose sensitive information about you for direct marketing purposes unless you have consented to that kind of use or disclosure.

We may use your personal information for direct marketing purposes. If you do not wish to receive direct marketing communications from us or from other organisations, or if you wish to know the source of the information being used, you may submit a request [hello@crescentfinance.com.au](mailto:hello@crescentfinance.com.au). We will respond to your request as soon as practicable.

## **Disclosure to overseas entities**

We do not generally disclose personal information obtained from cookies to overseas entities in the course of our activities.

Please contact us on [privacy@crescentfinance.com.au](mailto:privacy@crescentfinance.com.au) if you would like further information.