

1. Terms and Conditions

1. The website www.vinecapital.com.au (Site) is operated by Vine Capital Pty Ltd
2. Vine Capital is in the business of lending money for working capital purposes to small and medium enterprises that have an ABN or an ACN. If your business does not have an ABN or an ACN Vine Capital Pty Ltd is not permitted to lend to you.
3. Your access and use of the Site is conditional upon your acceptance and compliance with the terms, conditions, notices, policies, statements and disclaimers contained in this documents and elsewhere on the Site (collectively, the Terms).
4. Vine Capital Pty Ltd reserves the right to amend any part of the Terms at any time without prior notice. Your continued use of the Site after such changes constitutes your acceptance of the variations. You should visit this page periodically to review the Terms.
5. Your use of and/or continued access to the Site constitutes an agreement by you that you accept and agree to abide and be bound by the Terms as amended. If you object to any of the Terms or any amendments, your only recourse is to immediately discontinue your use of the Site, subject to the terms of any loan contracts you may have entered.
6. If you violate the Terms, Vine Capital Pty Ltd may immediately terminate your right to use and access the Site and the Services without further notice.

2. Use of Site

1. You must not use the Site in any manner or for any purpose that is unlawful, violates any right of Vine Capital Pty Ltd, prohibited by the Terms or potentially detrimental to the image or reputation of Vine Capital Pty Ltd. In particular, it is a condition of your use of and/or access to the Site that you do NOT do any of the following:
 - disrupt or interfere with in any way the Site or the Content;
 - disrupt or interfere with in any way any server, software, hardware or equipment
 - violate any applicable law, statute, ordinance or regulation;
 - distribute through the Site or via email addresses listed on this Site or is connected to or via this Site
 - inappropriate communication in any form, including obscene, harassing, pornographic, abusive, slanderous, defamatory, vulgar, threatening or offensive material; or
 - bypass any security mechanisms imposed by the Site.
2. Vine Capital reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of any use of the Site.
3. If you enter a loan contract, you must:
 - provide accurate, current and complete information as required; and
 - maintain and update as necessary any information provided.

3. Related Policies, Statements, Agreements and Terms

1. Vine Capital Pty Ltd has developed a Privacy Policy that you should refer to in order to fully understand how we use and collect information. The Vine Capital Pty Ltd Privacy Policy applies to all users and is incorporated into the Terms by reference. You should read the Privacy Policy before using any other feature of the Site. You will be asked to confirm that you have read the Privacy Policy if you

decide to enter into a contract with Vine Capital Pty Ltd. Where Vine Capital Pty Ltd intends to use personal information for the purposes of eVerification or credit checking, you will be required to provide explicit consent before being able to progress with a loan application online.

4. Privacy

1. Vine Capital Pty Ltd may collect personal information about you from your use of the Site. Vine Capital Pty Ltd will handle any personal information it collects about you through your use of the Site in accordance with Vine Capital Pty Ltd Privacy Policy.
2. If you don't opt out of receiving marketing communications from Vine Capital Pty Ltd, we may, from time to time and in accordance with your communication preferences, send you marketing material that may be relevant to you (including material that may promote third party products and services). Unless and until you opt out, Vine Capital Pty Ltd may communicate with you using the contact details you provided when accessing our website.

5. Impact of Late Payments or Missed Payments on Your Account

1. If you have an account with Vine Capital Pty Ltd, we may report information about your account and your organisation's account to credit bureaus. Late payments, missed payments, or other defaults on your loan account may be reflected in your or your organisation's credit report.

6. User Rights to Intellectual Property

1. The content of the Site, including all information, data, text, graphics, images, sound files, software, advertisements and other material (Content), is and remains at all times the property of Vine Capital Pty Ltd and its licensors and is protected by Australian and international trademark and/or copyright law.
2. You must only use the Site and Content in accordance with the Terms. In particular, you must not:
 - a. download, republish, retransmit, reproduce or otherwise use any item of the Content as your own Content;
 - b. modify or otherwise make derivative works of the Site or the Content;
 - c. remove or modify any copyright, trademark, or other proprietary Content;
 - d. use any data mining, robots or similar data gathering or extraction methods;
 - nor
 - e. use the Site or the Content other than for its intended purpose.
3. All names, logos and trademarks are the property of Vine Capital Pty Ltd or third parties who have contributed to the Site. Nothing on the Site should be construed as granting any licence or right to use any name, logo or trademark without the express prior permission of Vine Capital or the relevant contributor.
4. The Site may contain links to Vine websites and may on occasion display content or information from other websites or sources (Third Party Content). Vine Capital Pty Ltd is not responsible or liable for any Third Party Content displayed on the Site, and does not warrant that such Third Party Content will be accurate, current or suitable for any purpose.

7. Warranty & Disclaimer

1. Due to the nature of electronic communication processes, Vine Capital does not guarantee or warrant the Site will be uninterrupted, without delay, error-free or free

of viruses. Therefore, the information is provided “as is” without warranties of any kind, express or implied, including accuracy, timeliness and completeness.

2. The use of the Site is entirely at your own risk. Changes are periodically made to the Site and the Content and may be made at any time, without notice to you.
3. Vine Capital Pty Ltd and its Personnel do not warrant that any defects will be corrected or that this Site and its servers are free of computer viruses and other harmful data, code, components or other material.
4. Vine Capital Pty Ltd is not responsible for any loss of data that may occur from your use of the Site.
5. To the extent permitted by law, Vine Capital Pty Ltd and its Personnel do not warrant that the components of the Services are fit for purpose.
6. It is your responsibility to satisfy yourself that the Site is suitable and fit for purpose prior to utilising the Site.

8. **Limitation of Liability**

1. To the fullest extent permitted by law:
 2. Vine Capital Pty Ltd, Vine Capital Pty Ltd Personnel and any third parties mentioned on the Site are not liable for any loss or damage whatsoever (including without limitation, direct, indirect, incidental, special and/or consequential damages or lost profits) resulting from any use or access of, or any inability to use or access the Site or any Content;
 3. Vine Capital Pty Ltd expressly excludes conditions and warranties implied by custom, law or statute; and
 4. the liability of Vine Capital Pty Ltd for breach of any condition or warranty that cannot be excluded by law (other than a breach of the consumer guarantees under the Competition and Consumer Act 2010 (Cth)) is limited at the option of Vine Capital Pty Ltd to:
 - a. the amount of interest paid by the Borrower to Vine Capital Pty Ltd over the course of the current loan (if any); or
 - b. \$100.

9. **Indemnity**

1. You indemnify Vine Capital Pty Ltd and their Personnel (Indemnified Persons) against:

1. all losses incurred by the Indemnified Persons;
2. all liabilities incurred by the Indemnified Persons; and
3. all costs actually payable by the Indemnified Persons to their own legal representatives (whether or not under a costs agreement) and other expenses incurred by the Indemnified Persons in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal); arising directly or indirectly as a result of or in connection with:
 1. your use of or access to the Site;
 2. your role as Borrower under a Loan Agreement (if applicable); and
 3. any breach or violation of the Terms.

10. Availability

1. The information on this Site and the Terms have been prepared in accordance with Australian law, and are expressly for use by Australian-based users.
2. Although the Site may be accessed outside of Australia, Vine Capital Pty Ltd makes no representation or warranty that the content of the Site will comply with the laws of any other country. If you access or use the Site from outside Australia, you are solely responsible for ensuring that you comply with any local laws that apply in the country where you are accessing or using the Site.

11. Maintenance

1. Vine Capital Pty Ltd may cease making the Site or the loan facilities available at any time in order to perform any required maintenance or implement any upgrades.
2. Vine Capital Pty Ltd will endeavour to provide you with reasonable notice of any scheduled maintenance but may not be able to provide notice in all circumstances.

12. Termination or suspension of the Site

1. Vine Capital Pty Ltd reserves the right to terminate or suspend the operation of the Site (including in part) for any reason without notice and without liability.

13. Disclaimer

1. All Content is provided on an “as is” basis and Vine Capital Pty Ltd and its Personnel do not warrant or make any representations about the correctness, accuracy, timelines, completeness, reliability, quality or otherwise of the Content.

14. Governing Law

1. The Terms are governed by and construed in accordance with the laws of Australia and its States and Territories (as applicable).
2. If any provision of the Terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms, which will continue in full force and effect.