

WEBSITE TERMS AND CONDITIONS

Cirl Pty Ltd

These Terms and Conditions (**Terms**) govern your use of the Cirl Pty Ltd ACN 676907136 (**Cirl, we, us, or our**) website located at cirl.com.au (**Website**). Cirl holds Australian Credit Licence number 571073.

By accessing, browsing, or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Website.

1. ACCEPTANCE AND VARIATIONS

By continuing to access, view, or use the Website, you accept these Terms by conduct. Your use of the Website constitutes acceptance of these Terms as they appear on the Website at the time of use.

We may amend these Terms at any time without prior notice by publishing revised Terms on the Website. The amended Terms will take effect immediately upon publication. Your continued use of the Website after any amendments demonstrates your acceptance of the amended Terms. We recommend that you review these Terms regularly.

2. ELIGIBILITY AND AUSTRALIAN RESIDENTS ONLY

The information, products, and services offered through the Website are intended only for residents of Australia who are at least 18 years of age.

Persons who are not Australian residents or who are under 18 years of age are not authorised to access the Website or to submit any applications for credit or other services through the Website. Any unauthorised applications will not be accepted.

3. SERVICES AND PRODUCTS

Cirl is a licensed credit provider offering small loans directly to customers through the Website. The information on the Website about our products and services is general in nature and does not constitute:

- an offer or inducement to enter into a credit contract or any other legally binding agreement;
- personal financial advice; or
- part of the terms and conditions of any credit contract or product we may offer.

Before submitting an application or entering into any credit contract, you should carefully review all relevant documentation including any applicable Target Market Determination, Product Disclosure Statement, Terms and Conditions, and loan contract documents provided to you.

All loan applications are subject to our credit assessment and approval processes. We reserve the right to accept or decline any application in our sole discretion and in accordance with our responsible lending obligations under the *National Consumer Credit Protection Act 2009* (Cth).

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, Cirl and/or its related entities own all intellectual property rights in and to the Website and all materials, content, graphics, logos, designs, text, software, and other information available on the Website (**Content**). All intellectual property rights are reserved.

You may access and view the Content for your own personal, non-commercial use only, subject to these Terms. You must not:

- reproduce, copy, distribute, republish, download, display, post, transmit, or modify any Content without our prior written permission;
- use the Content for any commercial purpose;
- remove, obscure, or alter any copyright, trademark, or other proprietary rights notices from the Content;
- create derivative works based on the Content; or
- frame or link to the Website in a manner that suggests an association with or endorsement by Cirl without our prior written consent.

Cirl, the Cirl logo, and other marks used on the Website are trademarks owned by Cirl. You must not use these trademarks without our prior written permission.

5. USER CONDUCT AND PROHIBITED USES

You must not use the Website:

- in any way that is unlawful, fraudulent, or harmful;
- to transmit or distribute viruses, malware, or other harmful code;
- to gain unauthorised access to the Website, our computer systems, or the systems of other users;
- to interfere with or disrupt the operation of the Website or servers or networks connected to the Website;
- to impersonate any person or entity or falsely state or misrepresent your identity or affiliation;
- to submit false, inaccurate, or misleading information;
- to collect or store personal data about other users without their consent;
- to engage in any form of automated data collection, including scraping, data mining, or harvesting; or
- in any manner that could damage, disable, overburden, or impair the Website.

We reserve the right to suspend or terminate your access to the Website if you breach these Terms or engage in any conduct that we consider inappropriate or harmful.

6. ACCOUNT SECURITY

If you create an account on the Website, you are responsible for:

- maintaining the confidentiality of your username, password, and any other security credentials;
- all activities that occur under your account; and
- notifying us immediately of any unauthorised use of your account or any other security breach.

We will not be liable for any loss or damage arising from your failure to protect your account credentials or from unauthorised access to your account.

7. PRIVACY AND PERSONAL INFORMATION

We collect, use, and disclose personal information in accordance with our Privacy Statement, which is available on the Website. By using the Website, you consent to our collection, use, and disclosure of your personal information as described in our Privacy Statement.

When you submit an application for credit, you authorise us to:

- collect personal information from you and verify that information;
- obtain a credit report about you from a credit reporting body;
- disclose information about you to credit reporting bodies and other credit providers; and
- use and disclose your personal information for the purposes set out in our Privacy Policy and as required or permitted by law.

Further information about how we handle your personal information is set out in our Privacy Statement.

8. COOKIES AND TRACKING TECHNOLOGIES

We use cookies and similar tracking technologies to:

- enable security features and secure access to the Website;
- personalise your experience on the Website;
- analyse how the Website is used;
- track your navigation and pages visited; and
- improve the Website and our services.

In order to submit an application or access certain features of the Website, your browser must be configured to accept cookies. You may configure your browser to reject cookies, but this may limit your ability to use some features of the Website.

For more information about how we use cookies and how you can manage your cookie preferences, please refer to our Privacy Statement.

9. THIRD-PARTY LINKS AND CONTENT

The Website may contain links to third-party websites, applications, or services that are not owned or controlled by Cirl. We do not endorse or assume any responsibility for any third-party websites, their content, privacy policies, or practices.

You acknowledge and agree that:

- we are not responsible for the availability, accuracy, or content of any third-party websites;
- we do not warrant or guarantee any products or services offered by third parties;
- your use of third-party websites is at your own risk and subject to their terms and conditions; and
- we will not be liable for any loss or damage arising from your use of or reliance on third-party websites.

We recommend that you review the privacy policy and terms of use of any third-party website before providing any personal information or engaging in any transactions.

10. ADVERTISING AND MARKETING

We may advertise our services through third-party websites and digital platforms. When you visit a third-party website that displays an advertisement for our services, that website may use cookies or other tracking technologies to collect information about your visit.

We may receive information collected by third-party websites, including information about:

- which pages you viewed;
- whether you clicked on advertisements; and
- whether you submitted an application.

This information is used to evaluate the effectiveness of our advertising and to improve our marketing strategies.

11. WEBSITE AVAILABILITY AND SECURITY

We use reasonable security measures and encryption technologies to protect information transmitted through the Website. However, no method of transmission over the internet or electronic storage is completely secure.

You acknowledge and accept that:

- we cannot guarantee the absolute security of information transmitted over the internet;
- you transmit information to us at your own risk;
- the Website may not be available continuously or without interruption;
- we do not guarantee that the Website will be free from viruses, malware, or other harmful components; and
- we may suspend, withdraw, or restrict access to the Website at any time for maintenance, security, or other reasons.

You are responsible for implementing appropriate security measures to protect your own devices and data.

12. ACCURACY AND CURRENCY OF INFORMATION

While we make reasonable efforts to ensure that the information on the Website is accurate and current, we do not warrant or guarantee:

- the accuracy, completeness, or reliability of any information on the Website;
- that the information is up to date or free from errors or omissions; or
- that the Website will meet your requirements or expectations.

Information on the Website, including product features, fees, interest rates, and eligibility criteria, is subject to change without notice. We reserve the right to update, modify, or remove any information at any time.

13. DISCLAIMERS AND WARRANTIES

To the maximum extent permitted by law:

- the Website and all Content are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied;
- we disclaim all warranties, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement;
- we do not warrant that the Website will be uninterrupted, secure, or error-free;

- we do not warrant that defects will be corrected or that the Website is free from viruses or other harmful components; and
- we make no representations about the suitability of the information or services offered through the Website.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy that cannot be lawfully excluded under the *Australian Consumer Law* or any other applicable law.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Cirl and its directors, officers, employees, agents, and contractors will not be liable for any loss, damage, liability, claim, or expense (including legal costs) arising from or in connection with:

- your access to or use of the Website;
- your inability to access or use the Website;
- any reliance on information contained on the Website;
- any errors, omissions, or inaccuracies in the Content;
- any unauthorised access to or use of our servers or personal information stored therein;
- any interruption or cessation of transmission to or from the Website;
- any viruses, malware, or harmful code transmitted through the Website; or
- any third-party websites or content linked to or accessed through the Website.

This limitation of liability applies to all causes of action, whether based in contract, tort (including negligence), statute, or otherwise, and includes (without limitation) direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, revenue, data, or goodwill.

If any applicable law prevents us from limiting our liability as set out above, our liability will be limited to the maximum extent permitted by that law.

Where legislation implies a warranty or condition that cannot be excluded, our liability for breach of such warranty or condition is limited, at our option, to:

- in the case of goods, the replacement or repair of the goods or the payment of the cost of replacing or repairing the goods; or
- in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

15. INDEMNITY

You agree to indemnify, defend, and hold harmless Cirl and its directors, officers, employees, agents, and contractors from and against any and all claims, liabilities, damages, losses, costs, expenses (including reasonable legal fees), or demands arising from or relating to:

- your use of or inability to use the Website;
- your breach of these Terms;
- your violation of any law or regulation;
- your violation of any rights of a third party; or
- any content or information you submit or transmit through the Website.

16. TERMINATION

We may, in our sole discretion, suspend, restrict, or terminate your access to the Website at any time, with or without notice, for any reason, including:

- if you breach these Terms;
- if we suspect fraudulent, abusive, or illegal activity;
- for security or operational reasons; or
- if we discontinue the Website or any part thereof.

Upon termination:

- your right to use the Website will immediately cease;
- we may delete your account and any associated information; and
- all disclaimers, limitations of liability, and indemnities in these Terms will survive termination.

17. GOVERNING LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory in which Cirl is registered.

You irrevocably submit to the non-exclusive jurisdiction of the courts of that State or Territory and the courts competent to hear appeals from those courts.

The information and services on the Website are intended for use within Australia and comply with Australian laws. We make no representation that the Website or its Content are appropriate or available for use outside Australia.

18. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be deemed severed from these Terms and the remaining provisions will continue in full force and effect.

19. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and any other policies or documents expressly incorporated by reference, constitute the entire agreement between you and Cirl regarding your use of the Website and supersede all prior agreements, representations, and understandings.

20. WAIVER

Our failure to enforce any provision of these Terms or to exercise any right under these Terms will not constitute a waiver of that provision or right. No waiver by us will be effective unless it is in writing and signed by an authorised representative of Cirl.

21. ASSIGNMENT

You may not assign, transfer, or delegate any of your rights or obligations under these Terms without our prior written consent. We may assign, transfer, or delegate our rights and obligations under these Terms without restriction.

Last Updated: 19/01/2026