

Terms of Service

These terms of service (**Terms**) govern your use of UChoose.app (referred to as "**we**", "**us**" or "**UChoose.app**") Products & Services.

1. Binding Agreement

By creating an account with UChoose.app via our App and accessing or using our Products & Services, you are deemed to have read, accepted and be bound by these Terms.

Please be aware that we may change these Terms from time to time. We will only contact you regarding changes (excluding changes required by any laws or regulations) to these Terms as follows:

- if we make material changes to our Terms, including to introduce new fees or make changes to existing fees, we will provide you with personal notice and seek your consent prior to implementing those changes. If you do not agree to these changes then you may cease the use of our Products & Services without penalty prior to the amendments being implemented; and
- if we make non-material changes to our Terms, we will provide you with 30 days 'notice prior to the implementation of the changes.

For the avoidance of doubt, we may make changes to our Terms in order to comply with any laws or regulations immediately without seeking your consent and without giving you any prior notice.

2. Our Products & Services

We may aggregate financial, location and related information from one or more Linked Services, using Authentication Information provided by you, to retrieve Account Information from each Linked Service.

The information provided by our Products & Services is information provided by you, through our Linked Services, and may be combined with some further analysis of such information. Our Products & Services are not intended as legal, tax or financial advice, nor as an offer or recommendation for financial services or other products, and you are prohibited from relying on them for these or any other purposes.

Please be aware that we may make certain changes to our Products & Services which do not require any corresponding changes to our Terms. In these circumstances, we may not give you any notice (for example where a change is immaterial and does not affect the overall functionality of our Products & Services).

References to Linked Services, including the display of their trademarks, may appear on our Website, on our App or in third-party services incorporating our Products & Services. Any such references do not imply endorsement by or of the Linked Service. Your use of any Linked Services accessed through UChoose.app is at your own risk.

In order to access and use our Products & Services, you will need a compatible mobile device, tablet or computer, compatible software, and internet access. For details of compatibility requirements, please refer to the help page of our Website which can be found at <https://help.uChoose.app.com.au/en/>.

We will use our best efforts to maintain the reliability of our Products & Services. However, they are provided on an 'as is' basis and we do not guarantee that our Products & Services will be error-free. Additionally, we cannot guarantee the accuracy, availability, continuity, and completeness of our Products & Services, as this can be affected by a variety of factors outside of our control.

3. Paid Services

We provide some of our Products & Services free of charge. However, where indicated either at registration, within the App or on our Website, we also provide optional Paid Services. The fees for Paid Services can be found on our Website and on our App.

If we provide you with a Paid Service, we will enter into a separate agreement with you to do so.

4. Referral Arrangements

We use various channels to market our Products & Services to you, including through various third parties, such as comparison websites. We may enter into referral arrangements with third parties for this purpose. The referral arrangements we enter into may involve us paying referral fees or commissions to third parties for referring you to UChoose.app's website or mobile application. The basis on which we may pay referral fees or commissions varies but may include payment of referral fees or commissions on a "per click" basis and/or a "per installation" basis.

By agreeing to these Terms, you consent to UChoose.app entering into referral arrangements with third parties that may involve the payment of referral fees or commissions to those third parties.

5. Your Information

We will handle your Personal Information in accordance with our Privacy Policy, which is accessible [here](#). These Terms should be read together with our Privacy Policy.

To provide you with access to and use of our Products & Services, you authorise us to collect and use information about you maintained by third parties (such as your bank or other services that you have signed up with), in accordance with our Privacy Policy.

6. Your Rights

You may access and use our Products & Services free of charge (this excludes our Paid Services).

We grant you a non-exclusive, personal, non-transferable, revocable license to access and use our Products & Services in accordance with these Terms. We do not assign any ownership rights, intellectual property rights or any other implied rights (including resale rights) relating to our Products & Services to you or any other person. Your UChoose.app account is provided for your personal use only. You may not transfer or assign your account or usage rights to a third party.

You can unsubscribe from marketing email notifications at any time.

You can delete your UChoose.app account and uninstall our App from your device(s) at any time.

7. Your Responsibilities

You agree to:

- only access and use our Products & Services for lawful purposes;
- ensure your details used to create an account with UChoose.app are true and accurate, and update them if they change;
- assume all responsibility for your access to and use of our Products & Services and for any outcomes arising from their use;
- at our discretion, your registered email address and/or mobile number being used by us as the primary means of verifying your identity (including for password resets);
- set strong passcodes/passwords to the devices and accounts used to access our Products & Services, and to keep these strictly confidential to avoid unauthorised access to your UChoose.app account;

- notify us promptly upon becoming aware of any unauthorised access to or use of your UChoose.app account or our Products & Services; and
- comply with our reasonable directions in connection with your use of our Products & Services.

You agree that you will not:

- do anything that interferes with or infringes our (or our licensors', affiliates 'or partners') intellectual property rights in the Content;
- copy or duplicate our Products & Services or any substantial part thereof, including the look and feel, without our prior written consent, except for 'fair dealing 'or as otherwise permitted under the *Copyright Act 1968* (Cth);
- directly or indirectly reverse-engineer, decompile, recreate or otherwise obtain any of the software making up our Products & Services;
- use our public APIs except via our official client software (commercial use of our public APIs is not covered by these Terms). If you would like more information about using our APIs in your software, please contact us in accordance with clause 16;
- intentionally cause excessive load on our systems or servers, or interfere with the normal operation of other services;
- use our Products & Services in a way that infringes the rights or privacy of other people;
- use our Products & Services to connect to a Linked Service that you are not legally authorized to access; or
- use our Products & Services in a way that you know or reasonably suspect might cause damage to us or a third party.

8. Our Rights

- With your authorisation, we may use and store your Personal Information which we collect from you or third parties in accordance with our Privacy Policy, in order to provide our Products & Services to you (as well as improve and develop our Products & Services). We will treat any Personal Information strictly in accordance with our Privacy Policy.
- You acknowledge that any intellectual property right or interest in our Products & Services and Content belongs to us, our licensors, affiliates or partners.

9. Suspension of Use of Products & Services and Termination of Account

We may immediately suspend your access to or use of our Products & Services, or cancel your UChoose.app account if we determine that:

- you have breached these Terms;
- in using our Products & Services, you have contravened any laws or regulations;
- you are using our Products & Services in an inappropriate manner or not for their reasonably intended purpose;
- your conduct detrimentally impacts (or is reasonably likely to detrimentally impact) our good name or reputation;
- your conduct causes (or is reasonably likely to cause) harm to us or a third party, indirectly or directly.

If we determine it is necessary to suspend your access to or use of our Products & Services or cancel your UChoose.app account for any of the reasons above, we will provide you with personal notice outlining the reason and the effective date and length of the suspension. We will endeavour to give you personal notice prior to the suspension taking effect, however where it is not practicable to do so we will provide you with personal notice as soon as reasonably practicable after the fact.

We may also suspend your access to or use of our Products & Services, or cancel your UChoose.app account if we are unable to contact you or you do not use your account for an extended period of time (generally 365 day consecutive days). In this case, we will give you personal notice within a reasonable time prior to the suspension taking effect.

10. Service Outage

From time to time, our Products & Services may experience interruptions for a variety of reasons, including:

- periodic updates, maintenance or repair;
- system failure or network failure;
- software or hardware malfunction; or
- emergencies, such as a natural disaster or a serious accident.

We will provide advance notification where we are able to plan or anticipate these interruptions, however, this may not always be the case. If we are not able to notify you before the interruption, we will notify you as soon as reasonably practicable after the fact.

11. Payment Services

UChoose.app utilises the services of digital payment solutions providers.

12. Data Aggregation Services

UChoose.app has engaged Basiq Pty Ltd (ABN 95 616 592 011) (**Basiq**) who operates a data aggregation platform (**Platform**) to retrieve and collate your data.

You authorise and appoint UChoose.app as your limited agent solely for the purpose of accessing third party data sources designated by you (**User Accounts**) via such third party websites, applications and servers, and retrieving information and related documents (**User Data**) from the designated User Accounts for the purposes of collecting and collating the User Data obtained.

For these purposes, you license to UChoose.app, and authorise UChoose.app to authentication details and other information required for the access to User Accounts. You agree that the User Account providers are entitled to rely on the authorisation granted and the appointment as agent.

You warrant and agree that:

- the User Data you need is for your personal and non-commercial use only;
- all information you give us about yourself and about User Accounts, is true, accurate, current and complete;
- you have the legal authority to provide the information (e.g. you must be the relevant account holder, or have permission of joint account holders); and
- you are responsible for updating and maintaining correct (a) information about you (including your personal details) and your User Accounts (including your access information), and (b) information that we or our service providers (including Basiq) retrieves from User Accounts at your request.

You acknowledge that UChoose.app's is in no way responsible for your relationship with the providers of User Accounts or UChoose.app, or any of their products, services, acts or omissions. You release UChoose from all liability and will hold Choose harmless against any and all claims resulting directly or indirectly from UChoose's access to User Accounts and the retrieval and collation of User Data.

13. Limitation of Liability

- To the fullest extent permitted by law, we exclude all liability owing to you and all third parties for any special, indirect, consequential or incidental costs, losses, expenses and damages of any kind, including lost profits, loss or corruption of data, loss of goodwill, loss of bargain or opportunity, loss of anticipated savings or any other analogous losses of any kind incurred in any way (including negligence) arising out of or in connection with the use of, access to or any reliance on our Products & Services.
- To the extent permitted by law, you indemnify and hold harmless UChoose.app from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) suffered or incurred from or in connection with:
 - your access to, use of and any reliance on our Products & Services (including any third party that accesses our Products & Services using your UChoose.app account);
 - breach by you of these Terms;
 - a claim that any use of our Products & Services by you (other than in accordance with these Terms) infringes any intellectual property rights of any third party, or any privacy right or otherwise results in injury or damage to any third party; or
 - any deletions, additions, insertions, or alterations to, or any unauthorised use of, our Products & Services by you,
- except where any such claim, damage, loss, liability, cost, or expense suffered or incurred is caused by the negligence, fraud or wilful misconduct of UChoose.app, its employees, contractors or agents, or any inaccuracies or errors in information provided to you by UChoose.app its employees, contractors or agents.
- We do not make any representations or warranties of any kind in relation to:
 - the availability, accuracy or completeness of our Products & Services;
 - access to telecommunications services for you at any time; or
 - the suitability of our Products & Services for your particular purposes.

- Certain rights and remedies may be available under the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, we exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to:
 - the re-supply of services or payment of the cost of re-supply of services; or
 - the replacement or repair of goods or payment of the cost of replacement or repair.

14. Notices and Communications

(a) How we will communicate with you

Unless these Terms require us to give you personal notice in accordance with clause 14(b), notices or other communications regarding these Terms and/or the Products & Services will be provided to you electronically via our Website or by displaying an appropriate notice on our App and/or by way of email notification to the email address registered on your UChoose.app account. You agree to receive all communications from us in electronic form.

(b) Personal Notice

If these Terms require us to give you personal notice, we may give you that notice by sending it to you via electronic methods of communication using contact details listed on your UChoose.app account (including email and text messages).

Service of personal notice is taken to be effective from 5pm the day after it is sent, unless we receive notification that delivery of the relevant email has failed.

15. Governing Law & Jurisdiction

These Terms and all aspects of your use of our Products & Services are governed by the laws of the state of New South Wales (Australia). You agree to notify us as soon as reasonably possible about any claim or dispute concerning or relating to these Terms or our Products & Services using the contact details set out in clause 16 below.

16. Contact Us

If you would like to contact us, you can email us at support@uchoose.app or from the contact form on our Website.

17. Words with Special Meaning

Account Information	means any data relating to your account(s) that you lawfully have access to through a Linked Service, and which you authorise us to access through our Products & Services. Account Information includes statement data (and financial transactions associated with an account) and related metadata.
APIs	means the Application Programming Interface(s) provided by UChoose.app to enable us to provide the Products & Services.
App	means the UChoose.app mobile application available for download on Google Play and the Apple App Store, and the UChoose.app web application available through our Website.
Authentication Information	means your login name, password and other authentication information required to access Linked Services.
Content	means content, software, trademarks, text, video, music, sound, graphics, illustrations, photographs, names, logos, service marks and other material appearing on our Website and within our App and services through which our Products & Services are provided.
Linked Services	means third party services, accessible via the internet, through which you may access your Account Information and which you have registered with UChoose.app via one of our Products & Services or via a third party service.
Paid Services	mean our paid subscription services, providing functionality in addition to the main functions of our free of charge Products & Services.
Personal Information	means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether true or not, and whether recorded in a material form or not. This has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
Products & Services	means our App, Website, budgeting tool and data aggregation services that you have registered to use, and short-term loan services that you have entered into.
Website	means our website accessible at uchoose.app