

EFT CAPITAL

WEBSITE TERMS OF SERVICE

Effective date: 13 October 2026

Website: <https://eftcapital.com.au/>

Website operator: VIVA UNITY PTY LTD ATF COETZEE GROUP TRADING TRUST T/A EFT CAPITAL ("EFT CAPITAL", "we", "us", or "our") (ABN 55 493 287 124), holder of Australian Credit Licence number 389222.

Contact: EFT Capital, Tel: 1300 722 744; Email: info@eftcapital.com.au; Address: 5/38 Dominions Rd, Ashmore QLD 4214

1. About these Terms

These **Website Terms of Service ("Terms")** apply to your access to and use of the EFT Capital website, including its webpages, loan calculators, enquiry forms, online tools and other content or functionality made available through the website ("Website").

By accessing or using the Website, you agree to these Terms. If you do not agree, please discontinue use of the Website.

These Terms govern use of the Website only, and are subject to all applicable regulatory provisions for Australian consumer credit providers. They do not replace, amend or override any credit contract, loan offer, credit guide, privacy or credit-reporting notice, consent, target market determination, complaints policy or other document that applies to a particular product or transaction.

If you apply for or enter into a credit contract, the applicable application documents, offer and executed contract govern that transaction, subject to applicable law.

2. Permitted use

You may use the Website only for lawful purposes and in accordance with these Terms.

When using an enquiry form or application process, you must provide information that is accurate and not misleading to the best of your knowledge. You must not impersonate another person, submit information without appropriate authority, or use the Website to defraud, harass or harm another person.

You must not:

- Attempt to gain unauthorised access to the Website, its servers, accounts, databases or connected systems.
- Probe, scan, test or circumvent security measures without our prior written permission.
- Introduce viruses, malware, malicious code or other harmful material.
- Interfere with the operation, availability or security of the Website.
- Use automated tools to overload the Website or collect information in a manner that disrupts its operation.
- Scrape, harvest or systematically extract Website content or data except where permitted by law.
- Use Website content to impersonate EFT Capital or falsely suggest an endorsement, affiliation or commercial relationship.
- Use the Website for unlawful, fraudulent or misleading purposes.

We may take reasonable measures to investigate suspected misuse and may suspend or restrict access where reasonably necessary for security, maintenance, legal compliance or protection of users, subject to applicable law.

3. General information and no financial advice

The information on the Website is provided for general informational purposes. It is not personal financial advice, a recommendation that a particular loan is suitable for you, or a representation that you will qualify for credit.

You should consider your own circumstances and obtain independent financial, legal or other advice where appropriate.

Product descriptions, eligibility criteria, interest rates, fees, repayment examples, processing times and other information may be indicative, may depend on individual circumstances and may change.

Nothing on the Website removes or replaces any disclosure, assessment, verification, notice or other obligation that EFT Capital is required to fulfil under applicable law.

4. No guarantee or offer of credit

Website information, enquiry forms, pre-assessment tools and calculators do not themselves constitute an offer, approval or commitment to provide credit.

Submitting an enquiry or application does not guarantee approval, a particular interest rate, loan amount, term, repayment amount, funding date or other outcome.

Any application remains subject to the applicable eligibility criteria, verification, assessment and contractual documentation. Credit will be provided only if approved and on the terms set out in the applicable credit contract.

Where Website information differs from a final written offer or executed credit contract, the applicable offer or contract will govern the proposed or completed transaction to the extent permitted by law. This clause does not permit us to disregard a misleading representation or other obligation imposed by law.

5. Loan calculators and estimates

Any loan calculator or repayment estimator on the Website is provided as a general guide only.

Results depend on the information entered and the assumptions, rates, fees, repayment frequency and calculation method used. An estimate may not reflect every fee, charge or circumstance that could affect the actual cost of credit.

A calculator result is not a loan offer, approval, financial recommendation or guarantee of the amount or timing of repayments. Before entering into a credit contract, you should review the formal offer and contract documents, including the applicable interest rate, fees, charges, repayment schedule and total amount payable.

We take reasonable care in preparing Website information. Nothing in these Terms excludes liability for misleading or deceptive conduct, false or misleading representations, or any other liability that cannot lawfully be excluded.

6. Applications and information submitted

You are responsible for ensuring that information you submit through the Website is accurate, complete and current to the best of your knowledge, and that you are authorised to provide it.

Applications may require identity documents, income information, bank statements or other supporting material. You should submit such information only through the channels and processes we identify as appropriate.

Do not send sensitive documents through an unverified link or in response to an unexpected communication. If you suspect that a communication claiming to be from EFT Capital is fraudulent, contact us using independently verified contact details.

We may request further information, verify information or pause processing where reasonably necessary to assess an application, comply with legal obligations, address suspected fraud or resolve inconsistencies.

The collection, use and disclosure of personal information and credit-related information are governed by applicable law and our relevant privacy and credit-reporting documents.

7. Privacy, credit reporting and information security

Our collection, use, storage and disclosure of personal information and credit-related information are described in the privacy and credit-reporting documents published on the Website and provided during the application process. Those documents should be read alongside these Terms.

These Terms do not themselves constitute consent to obtain a credit report, access bank-statement data, contact references, disclose credit eligibility information or collect or use sensitive information. Any consent or authority required for those activities must be obtained separately in accordance with applicable law.

We take reasonable steps appropriate to our circumstances to protect information held or handled by us. However, no website, electronic transmission method or storage system can be guaranteed to be completely secure, and unauthorised access or cyber incidents may occur despite reasonable precautions.

You should use secure devices and networks, protect your email and account credentials, avoid sharing passwords, and notify us promptly if you suspect that information submitted to us has been compromised.

Nothing in these Terms excludes or limits our obligations under the Privacy Act 1988 (Cth), the Australian Privacy Principles, applicable credit-reporting laws or codes, the Notifiable Data Breaches scheme or any other applicable law.

8. Website availability and third-party services

We take reasonable steps to maintain the security and availability of the Website. However, online services may be affected by maintenance, telecommunications failures, third-party outages, cyber incidents, malicious activity or other events outside our reasonable control.

We do not guarantee that access to the Website will be uninterrupted, error-free or continuously available.

The Website may use or link to third-party platforms, application providers, identity-verification services, credit reporting bodies, bank-statement retrieval services, payment

services or other external services. Those services may be subject to separate terms and privacy notices.

We do not control every aspect of third-party services. However, nothing in these Terms excludes responsibility that applicable law imposes on us in relation to our own conduct, our handling of information or our use of third-party providers.

You must not attempt to compromise the Website's security or exploit a vulnerability. If you identify a suspected vulnerability or security incident, please report it promptly to [insert verified security contact] without accessing, downloading, disclosing or altering information that is not yours.

9. Intellectual property

Unless otherwise stated, the Website and its content—including text, graphics, logos, photographs, design, page layout, software, tools and compilations—are owned by or licensed to EFT Capital and are protected by intellectual-property laws.

You may view the Website and print or download reasonable extracts for your personal, non-commercial use in connection with considering our services.

Except as permitted by law or with our prior written permission, you must not reproduce, modify, publish, distribute, commercially exploit, frame, mirror, reverse engineer or create derivative works from Website content.

You must not use EFT Capital's name, logos, branding or other protected material in a way that suggests endorsement, sponsorship or affiliation without permission.

You retain ownership of materials you lawfully submit to us. You authorise us to use, reproduce and process those materials only to the extent reasonably necessary to respond to your enquiry, assess or administer an application, provide services, maintain security or comply with law, subject to applicable privacy and confidentiality obligations.

Nothing in these Terms transfers ownership of either party's intellectual property to the other.

10. Third-party links

Links to third-party websites and services are provided for convenience or information. We do not control all third-party content and are not responsible for its accuracy, availability, security or privacy practices.

Accessing a third-party website or service is subject to its own terms and privacy notices. A link does not necessarily constitute an endorsement of that website, service or provider.

11. Suspension and misuse

We may restrict or suspend access to the Website where reasonably necessary to address suspected fraud, security risks, unlawful conduct, technical problems or other legitimate operational concerns, subject to applicable law.

To the extent permitted by law, you may be responsible for loss directly caused by your unlawful use of the Website, deliberate introduction of malicious code, unauthorised access to systems or data, or infringement of third-party rights through materials you submit.

Nothing in this clause requires you to indemnify EFT Capital for loss caused by EFT Capital's own negligence, breach of law, misleading or deceptive conduct, or other conduct for which an indemnity cannot lawfully be imposed.

12. Limitation of liability

To the maximum extent permitted by law, EFT Capital excludes liability for indirect or consequential loss arising from use of, or inability to use, the Website, including loss of opportunity, anticipated savings, revenue, profit, data or goodwill, except to the extent that liability cannot lawfully be excluded.

Where a non-excludable statutory guarantee or right applies and applicable law permits our liability to be limited, our liability will be limited to the remedy or remedies permitted by that law.

Nothing in these Terms is intended to exclude, restrict or modify a consumer guarantee, statutory right, remedy or liability that cannot lawfully be excluded, restricted or modified, including obligations under the Australian Consumer Law, the ASIC Act 2001 (Cth), privacy legislation or applicable credit legislation.

We do not warrant that the Website or downloadable material will be free from viruses or other harmful components. You should maintain appropriate security software and take reasonable precautions when accessing online services. This clause does not exclude liability for a failure to take reasonable care where such liability cannot lawfully be excluded.

13. Changes to the Website and these Terms

We may update the Website and these Terms from time to time. The current version will be published on the Website with its effective date.

Changes apply prospectively from publication unless otherwise stated and permitted by law. A change to these Terms does not retrospectively amend a credit contract already

entered into. Any variation of a credit contract must be made in accordance with that contract and applicable law.

14. Complaints and contact

If you have a complaint about the Website or our services, please contact us using the details below.

Complaints relating to credit services will be handled under our complaints and internal dispute-resolution process and applicable law. These Terms do not restrict your rights to use our internal dispute-resolution process, contact the Australian Financial Complaints Authority (AFCA) where eligible, or contact a regulator.

EFT Capital

Complaints Officer:	Charl Coetzee
Phone:	1300 722 744
Email:	info@eftcapital.com.au
Address:	5/38 Dominions Rd, Ashmore QLD 4214
EFT CAPITAL website:	https://eftcapital.com.au/

15. Governing law

These Terms are governed by the laws of Queensland and the applicable laws of the Commonwealth of Australia.

The parties submit to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from them, subject to any mandatory rights or protections available under applicable law.

16. General

If any provision of these Terms is invalid or unenforceable, it is to be read down to the minimum extent necessary or severed if it cannot be read down, without affecting the remaining provisions.

A failure or delay in exercising a right is not a waiver of that right.

These Terms govern access to the Website only. They do not create a partnership, agency or employment relationship, and do not override a specific credit contract or mandatory legal rights.