Website Terms of Use

Welcome to www.n1group.com.au

This website is owned and operated by us, WHL Pty Ltd. ABN 36142 259 854

**1. Accepting these Terms of Use**

By using our website, you confirm that you accept these Terms of Use and agree to be bound by them.

**2. Our Website**

2.1 You must use our website in accordance with these Terms of Use, only for lawful purposes and only in a way which does not infringe the rights of anyone or restrict or inhibit anyone’s use of our website.

2.2 You understand and agree that your use of our website is provided “as is” and “as available”.  We do not represent or warrant that the operation of our website will be secure, confidential, uninterrupted, error-free, accurate, complete or current.

2.3 We update and carry out maintenance on our website regularly, so we may have to suspend access, service or functionality on our website from time to time, without notice.  We will not be liable if, for any reason, our website is not available at any time or for any period of time.

2.4 Our website may contain links to third party sites, information and resources (Third Party Links) and information provided by third parties (Third Party Content).  We are not responsible for the Third Party Links or Third Party Content, and can not guarantee that any Third Party Links or Third Party Content will be uninterrupted, error-free, accurate, complete or current.

2.5 Any links to Third Party Content does not represent our endorsement of such Third Party Content. We have no control over the Third Party Content, and will not be liable for any loss or damage you suffer or incur when you access or use any Third Party Links or Third Party Content.

**3. Content**

3.1 We own, or are the licensee of, the intellectual property rights in the content of our website, including text, photos, graphic designs and images.

3.2 Subject to clause 3.3, you retain all the rights in and to the content that you submit or post on or through our website.

3.3 By submitting and posting your content on our website:

(a) you give us a perpetual, irrevocable, worldwide, royalty-free and non-exclusive licence to reproduce, publish, display and distribute your content;

(b) you consent to us disclosing your content and personal information with our suppliers; and

(c) you consent to us and our suppliers using your personal information to send you information about products and services that we feel may be of interest to you.  You can unsubscribe from receiving this information at any time by emailing us at enquiry@n1finance.com.au.

3.4 Our use of your personal information will be governed in accordance with our privacy policy, a copy of which can be found [here](http://www.mortgagechoice.com.au/legal/privacy-policy.aspx).

**4. Liability**

4.1 Except where we are unable to exclude our liability by law, we will not be liable to you for any loss or damage, however it arises, whether in contract, statute of tort (including negligence), arising out of, or in connection with, your use of (including inability to use) our website.

4.2 We exclude liability for any loss of profit, loss or corruption of data, special, exemplary, punitive, incidental, indirect or consequential loss or damages suffered or incurred or arising in connection with our website, any services we have provided, or in connection with any act or omission by us (negligent or otherwise).

**5. General Terms**

5.1 We reserve the right to change any or all of these terms and conditions, and/or add new terms and conditions at any time.  When we do so, we will make a new copy of these Terms of Use available on our website.  Your continued use of our website will be deemed to constitute your acceptance of such changes.

5.2 If any part of these Terms of Use are void, unenforceable or illegal, they will be severed and the remainder of these Terms of Use will continue to have full force and effect.

5.3 Notices required to be given under these Terms of Use may be sent by email, by post or in the case of notices we give you, by making the information available on our website.

5.4 There is no relationship of employment, partnership, agency or fiduciaries between you and us.

5.5 These Terms of Use are governed by and construed under the laws of New South Wales.

5.6 Any dispute or difference arising out of these Terms of Use will be submitted to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Fast Track Arbitration Rules.  The seat of arbitration will be Sydney, Australia.  The language of the arbitration will be English.  The number of arbitrators will be one.