



holo.com.au  
ABN: 12 604 562 781. Credit Representative 493411 is authorised under  
Australian Credit Licence 389328. Your full financial needs and requirements  
need to be assessed prior to any offer or acceptance of a loan product.

# Terms & Conditions

## About our Website

Hey, thanks for visiting our website. This website is owned and operated by Holo Home Loans Pty Ltd ABN 12 604 562 781 ('Holo' 'we', 'us' or 'our'). 'You' means the users of this website.

We love that you have come to our site and we want to make it as easy as possible for you to use. By using the website, you acknowledge and agree to our Terms and Conditions. We provide this website to assist you with choosing the lender for your home loan and making an application for a loan.

## Website Content

The Holo website contains a range of information about lenders that we have access to and we endeavour to ensure that the information on the website is accurate. In the event you believe that we have made a mistake please contact us at [sayholo@holo.com.au](mailto:sayholo@holo.com.au). Any lender on our website does not constitute an endorsement from Holo of the lender, the content of the lender's website, or the activities promoted by that lender.

To the extent permitted by law we do not warrant as to the accuracy, adequacy of, or completeness of, any information contained on this website and exclude liability for purchase decisions made on the basis of information included or excluded from this website.

We do not guarantee that our website will not contain any viruses and we accept no responsibility for foreign computer code that is introduced into your computer system through use of this website. We cannot guarantee that this site is free from computer viruses, hackers or other form of technical sabotage. We cannot guarantee that access to our website will be uninterrupted.

We are free to change the content of the website and any product may be withdrawn at any time, without notice. Any limitation of liability and indemnity provisions in these terms will survive termination. Any licenses or other rights you grant to us will survive termination.

## e-Consent

By providing your name, email address or phone number and then clicking submit on any query, calculator or tool; you are providing consent to Holo in the following manner:

### Consent to receive marketing Information

You consent to us doing so & we may provide you with information from time to time about new products and services available to you from us or other businesses with whom we have a relationship. Your consent to our providing this information to you will be implied unless you notify us that you do not wish to receive this information.

### Consent to provide your personal information to a Third Party Provider

We can assist you in accessing services from Third Party Providers, that we have offered and you have chosen to receive services from. We may disclose personal information such as your name, phone number, email address and address to the Third Party Provider so that they may contact you to provide you with the service that you requested.

By completing the online loan application and providing your personal information; then clicking submit, you are providing consent to Holo that:

### Consent information provided is correct

You are confirming that the information provided in the application is accurate and you understand that Holo has relied on the information about your requirements and objectives to assist you and determining if the credit product is not unsuitable for your needs.

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### **Consent to provide your personal information to a credit reporting body (CRB)**

We can act as your agent to obtain a report or information about your credit worthiness from a (CRB), we may disclose personal information such as your name, date of birth, and address to the CRB to obtain an assessment of whether that personal information matches information held by it.

### **Consent to receive documents electronically**

You consent to us providing you with documents by electronic communication, you confirm that paper documents may no longer be given and electronic communications must be regularly checked for documents. Consent to the giving of documents by electronic communication may be withdrawn at any time.

## **Use of Your Information**

You acknowledge and agree that Holo may use your personal information in accordance with our [Privacy Policy](#).

## **Links to Third Party Websites**

We have a number of links on our website and these may take you to other external websites. The purpose of these links is to provide you with easy access to further information you may need in making your decision. In no circumstances do we make representations about the accuracy of any information contained on any other websites. We exclude all liability for any loss, damage, cost or expense you incur in accessing or attempting to access a third party site.

## **Acceptable use**

You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the Services to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any spyware, virus or any other malware. You must not conduct any systematic or automated data collection activities of any type on or in relation to the Services without our express written consent.

You agree to indemnify us and keep us indemnified against all actions, claims, costs, demands, damages (including legal costs on a full indemnity basis) or liability incurred or arising relating to your use of or inability to use the Services, your use of any information contained in it, and/or liability arising in any manner from a breach by you of these terms and conditions.

These Terms and Conditions do not exclude, restrict or modify the provisions, available rights or remedies, or our liability under the Australian Consumer Law or any other applicable laws, where doing so would contravene the applicable laws or make any part of these Terms and Conditions void.

## **User name and password**

From time to time, we may need to issue you with a password in order to access our services, and you are responsible for maintaining the confidentiality of your user name and password. Unfortunately, we may need to terminate your access to any or all of the Services without notice if you breach our Terms and Conditions.

## **Limitation of liability**

If you have rights in relation to the supply of services that cannot lawfully be excluded, to the extent permitted by law, our liability in respect of any such right is limited to the lesser of (a) the supply of the services again or (b) the payment of the cost of having them supplied again. If you have rights in relation to any information used by you as a consequence of your use of our website that cannot lawfully be excluded, to the extent permitted by law, our liability in respect of any such right is limited to the lesser of (a) the price paid by you for that information or (b) A\$1,000.

**Jurisdiction**

This website is for Australian residents who are over the age of 18 years. The law applicable to the state of Queensland applies to the use of this website and the parties submit to the jurisdiction of the courts of the state of Queensland.

**Tell us your thoughts**

We'd love to hear any questions or comments you have about Holo, so please drop us a note at [sayholo@holo.com.au](mailto:sayholo@holo.com.au)

**Thank you**

Thank you for taking the time to read and abide by our Terms and Conditions. We hope you totally enjoy the Holo experience.