

# Referrer Portal – Access Terms

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## Our system

- a. We may from time to time provide you with a connection to our computer system or provide other software or connections (**System**).
- b. You must only use the System for the purpose of performing your obligations in a timely manner under this agreement.
- c. You must not copy, alter, tamper, reverse engineer, repair or attempt to repair the System (or any part of it, including the base software to the System) or cause or permit a third party to do any of these acts.
- d. You must not corrupt or attempt to corrupt any material, data or information stored in or accessible through the System, and you must not enter into the System any material, data or information you know to be incorrect, misleading or deceptive.
- e. You are solely responsible for selecting, supplying and maintaining your own facilities, equipment and network connections to use and access the System.
- f. You must ensure that any user identification details provided to you will not be disclosed or transferred to any other person.
- g. You must maintain adequate anti-virus and other security software to prevent unauthorised third parties from accessing the System.
- h. You must promptly notify us if you become aware, or reasonably suspect, that:
  - i. another person has obtained unauthorised access to the System or to any user identification details provided to you; or
  - ii. there is a threat to the secure operation of the System.
- i. We are not liable for any interruption or other malfunction to the System.
- j. You must comply with our reasonable requirements in relation to the System.
- k. You must return to us any parts of the System supplied by us on request.
- l. You must keep confidential any information regarding the System, and you must not supply any copies of software provided by us in connection with the System to any third parties or allow any person to connect to or have access to the System without our prior written consent. You must make reasonable efforts to ensure that any person who has access to the System does not make any unauthorised use, modification, reproduction or disclosure of that information. You may make any disclosure required by law.
- m. We retain ownership of the System at all times.
- n. We may cancel or suspend your use (or the use of your Intermediaries or representatives) of the System at any time without notice if:
  - i. the use of the System has or may become unlawful or subject to a third party claim; or
  - ii. we decide to withdraw or decommission the System.

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- o. We are not liable for any loss, damage, breach or breach of contract arising out of use of, or in connection with the System, except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, or any of our officers, agents or employees.
- p. We make no warranties or representations as to the accuracy or reliability of the System.