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Your access to and reliance on our website is subject to these terms and conditions of use, our Privacy Policy and any other notices, disclaimers, any other terms and conditions or other statements contained on our website.

These are our current terms and conditions of use and they replace any others which have appeared previously on any of our websites. BOS may at any time vary or modify these terms and conditions of use by publishing the changed version on our website. By accessing our website you are deemed to accept the current terms and conditions of use displayed.

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BOS holds the exclusive rights or license to use trade names and trademarks contained on the website.

2. Warranties

BOS does not warrant the accuracy or completeness of the information on our website.

All information on the website is subject to change without notice.

BOS does not guarantee that the BOS internet banking website or third party websites will be uninterrupted or free from viruses. You should maintain adequate virus software on your own computer, mobile phone or other access equipment.

BOS recommends that you seek independent advice before acting upon material on this website or third party material.

3. Limitation of Liability

Subject to any responsibilities which are implied by law and cannot be excluded, neither BOS, nor any of its employees, agents or officers are liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whether direct or indirect, whatsoever arising out of or referable to information on our websites or your use of our website or any modification, suspension or discontinuance of our website – whether in contract, tort including negligence, statute or otherwise.

Liability of any member of BOS or the BOS Group for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at the bank's option, to:

- the supply of the goods or services; or
- the repair of the goods; or
- the payment of the cost of having the goods or services supplied again or repaired.

4. Calculators

Any calculators or information provided on this website is provided for your convenience only and does not constitute either credit or financial advice. Information on this website has been prepared without consideration of your personal financial position and should be viewed as generic information only.

If you require advice regarding your specific situation, you should contact BOS.

5. Links to third party websites

Links to third party websites are followed at the customer's risk. The content, accuracy, opinions expressed and other links provided by these resources are not investigated, verified, monitored and/or endorsed by BOS.

The BOS website may contain links to other websites operated by third parties. BOS does not endorse or approve of the operators of the third party websites, or the information, graphics and material featured on third party websites. To the extent permitted by law, BOS accepts no responsibility or liability and

gives no warranty in any way in respect of third party websites or the goods and services offered to you on the third party websites.

Any software you download from a third party website is the third party's product. Some products may be subject to a licence agreement between you and the third party.

BOS may receive payments from operators or owners of third party websites in relation to goods or services supplied to you by them as a result of you linking to their website from the BOS website.

6. Availability of Internet Banking website

The BOS internet banking website is available for your personal and business use. You warrant that you will not modify, copy, distribute, transmit, or sell any information, products or services obtained from the BOS internet banking website.

BOS may at any time extend or limit the services offered by BOS internet banking and at its absolute discretion decide the hours and the days during which BOS internet banking may be used.

7. Product and services information

Products and services displayed or offered on our website contain general information. Unless expressly stated otherwise, this information:

- does not constitute an offer or inducement to enter into a legally binding contract; and
- does not form part of the terms and conditions for BOS products and services.

Products and services featured on this website will generally be provided to Australian residents only.

8. No Unlawful or Prohibited Use

As a condition of your use of the BOS internet banking website and services, you warrant and agree that you will not use the BOS internet banking website or services for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

You must not interfere with any other party's use of the BOS internet banking website.

9. Marketing and Privacy

BOS may use your information to assist in promoting BOS products, services, content or those of related parties or organisations that are in a product, sponsorship or partnership alliance with BOS.

If you do not want BOS to send you advertising or marketing in relation to the above, please call 1300 BANKING or email marketing@banksyd.com.au

10. Cookies, Advertising and Tracking

BOS uses "cookies" as part of the interaction with your Internet browser. The cookies used depend on which sections of our site you visit and what actions you are performing or attempting to perform on

the BOS website. Cookies are used for the purposes of security and for marketing purposes in order to customise advertisements and ensure that the website performs as per expectations.

You can elect to delete or block cookies by configuring your internet browser to do so at any time. This process is unique to each browser. If you do decide to do so, your user experience on the BOS website may be limited, particularly in cases where cookies are used for security purposes.

Like many banks, BOS uses advertising companies such as Google and Facebook in order to place online advertisements on third party websites and social media platforms.

By viewing or interacting with a BOS advertisement on a third party website, cookies may be activated in order for the advertiser, as well as BOS itself, to collect information such as the browser you are using, date and time of your visit and effectiveness of advertisements.

Generally, BOS does not collect personal information through this process, unless you have expressly provided same e.g. by filling out an application form where information is automatically collected.

Effective 16 August 2018