



Terms and Conditions

Background

- A Morris Finance maintains and offers a facility by which financial intermediaries are able to access Morris Finance software containing client data, and submit applications for clients from a remote location. This facility which includes associated data, information and software owned by or licensed to Morris Finance is referred to throughout these conditions of use as "Morris Finance Preferred Brokers".
- B A financial intermediary is an individual, partnership or company that acts on a client's behalf in respect of finance applications in Morris Finance Leasing products.
- C Morris Finance agrees to allow you, as a financial intermediary, access to and use of "Morris Finance preferred Brokers" on the conditions below. "You" refers to you as the financial intermediary, your employees and agents or you as employee as the case may be.
- D "Morris Finance Preferred Brokers" refers to Morris Finance Limited and each other member of the Morris Finance group, their employees and agents.
3. You will immediately advise Morris Finance if;
- (a) Any person to whom Morris Finance has issued a code in relation to your business ceases to be your employee or agent or you cease to be an employee or agent as the case may be; or
- (b) You suspect a breach of any of these conditions of use by you, or any of your employees or agents.
4. Morris Finance will be entitled to:
- (a) Assume that you, your employees and agents (both current and former) have appropriate authority each time you use "Morris Finance Preferred Brokers" in conjunction with any code, unless you give Morris Finance prior advice to the contrary; and
5. You accept full responsibility for any expense, loss or liability (howsoever characterised or caused) incurred by Morris Finance, you or a client as a result of the use of "Morris Finance Preferred Brokers" by you, your employees and agents (both current and former).

Conditions of Use

1. You accept that these conditions apply each time you use "Morris Finance Preferred Brokers".
2. You agree:
- (a) To only use "Morris Finance Preferred Brokers" if authorised by Morris Finance:
- (i) For legitimate purposes associated with clients and to the extent permitted by their unrevoked; and
- (ii) In accordance with all means of access, security codes and devices nominated by Morris Finance (including the Morris Finance access code, user identifications, passwords and PINs) – which are collectively referred to as codes;
- (b) To only upload data on the terms agreed with Morris Finance from time to time;
- (c) Not to interfere or damage (or attempt to interfere or damage) any code, data or software associated with "Morris Finance Preferred Brokers" (other than to make authorised transactions);
- (d) To keep confidential any information or data obtained by you at any time using "Morris Finance Preferred Brokers"
- (e) To keep each code
- (i) Confidential and on the terms on which it is given to you; and
- (ii) Secure against any improper or unauthorised use;
- (f) To restrict access to "Morris Finance Preferred Brokers" to your employees and agents for whom access is reasonably necessary to perform your duties to clients; and
- (g) To ensure that your employees and agents understand and comply with these conditions of use and enforce them at your expense.
6. Anything associated with or available through "Morris Finance Preferred Brokers" belongs to Morris Finance or other third persons and is protected by intellectual property rights. You agree not to access, download or otherwise use such property other than as expressly permitted by these conditions. You will be responsible, and indemnify Morris Finance accordingly, for any unauthorised use of such property.
7. Morris Finance will use reasonable efforts to provide (but does not warrant that it will provide):
- (a) Access to "Morris Finance Preferred Brokers" at all reasonable times; and
- (b) Reliable data and information, to the extent that it is within its control.
8. Subject to conditions and warranties implied by legislation, Morris Finance excludes:
- (a) Liability for any delay, interruption or unavailability of "Morris Finance Preferred Brokers" and for any inaccuracy or incompleteness of data provided by any person and available on "Morris Finance Preferred Brokers"; and
- (b) All terms implied by statute, general law or custom except ones that may not be excluded.
- If Morris Finance breaches any conditions or warranty implied by legislation into a contract with a consumer, Morris Finance limits its liability for that breach to a resupply of the goods or services in respect of which the breach occurred.
9. Morris Finance reserves the right to:
- (a) Change any of these conditions at any time and you agree to comply with those changes from the time you are notified; and
- (b) Suspend or terminate your use of "Morris Finance Preferred Brokers" at any time and for any reason.
10. Your right to use "Morris Finance Preferred Brokers" is personal to you and cannot be assigned or transferred.