

# Website Terms of Use

This Website is owned and operated by Auto & General Services Pty Ltd (ABN 61 003 617 909) (AFSL 241411) ('AGS') and/or its Related Entities. These Terms of Use are intended to be for the benefit of each of AGS and its Related Entities.

Set out below are the Terms of Use that apply to your access and use of this Website. Other terms and conditions contained in our [Privacy Policy](#) and on our Website also form part of our agreement with you. Please read them carefully before proceeding.

## Acceptance of Terms

These Terms of Use govern your use of this Website. Your use of and access to this Website is conditional upon your acceptance and compliance with these Terms of Use. Your use of and access to this Website constitutes your agreement to be bound by these Terms. From time to time, AGS may change these Terms of Use, without notice. Any subsequent use of or access to this Website by you will mean that you have accepted the changes to these Terms of Use.

If you do not agree to these Terms of Use, you must not use or access this Website.

## Use and access

This Website and its Content is made available only to the following persons for bona-fide purposes:

- genuine customers and potential customers interested in purchasing a product from us for themselves or immediate family (with their consent);
- affiliates and potential affiliates interested in joining our Online Affiliate Program;
- our employees in the course of their employment duties;
- any other person who has our prior written consent to do so.

By using the Website, you warrant that you are such a website user.

You must not use the Website or its Content:

- for commercial purposes (including, without limitation, for a person's competitive advantage or to our competitive disadvantage);
- in any other manner that is inconsistent with the purposes for which the Website is provided;
- in any manner which is in breach of any laws; or
- in any other way that is not expressly permitted by these Terms of Use or us.

Without limiting the above, you will not either yourself or through another party:

- use or access this Website or its Content in a way that infringes the intellectual property rights or other rights of any person;
- copy or disclose to any person any Content, other than as expressly permitted by these Terms of Use;
- use any method or process (including without limitation, data scraping, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repackaging this Website's Content;
- use any method or process to consolidate or combine this Website's Content with any other content, data, information, images or material;
- reverse engineer, disassemble or otherwise attempt to construct or identify this Website's source code, formulas or processes;
- use, access or retain any Website Content in any manner or form whatsoever, unless expressly permitted by these Terms of Use;
- use systematic, repetitive or any other methods which are designed to obtain a large number of insurance quotes or other pricing and related information from this Website;
- use, obtain or attempt to obtain from the Website information in order to identify or discover pricing, underwriting, rating and related business methodology or systems;
- do anything which will or might damage, disrupt access to, or interfere with the proper operation of this Website, or any transaction being conducted on it;
- do anything which will or might place an unreasonable load on the

Website infrastructure;

- when using this Website post, distribute or send any 'spamming material' or any other form of bulk communication;
- when using this Website impersonate any person or entity;
- when using this Website publish, or disseminate any material which is unlawful, defamatory, indecent, offensive or inappropriate;
- use this Website to harass, defame, abuse, threaten or otherwise offend others; and
- transmit any material which contains viruses, or other computer codes designed to interrupt, limit or destroy the efficient operation of the Website, or its software or hardware.

## Disclaimer

Subject to the Terms of Use, you agree that your use of and access to the Website is at your own risk.

We try to ensure that the Content is accurate and up-to-date. Please write to us at the address below, if you spot an error. However (to the extent permitted by law) we do not warrant the accuracy, adequacy or completeness of the Website's Content, and you should not rely upon the Content as being accurate or complete.

We will take reasonable steps to provide a safe and reliable service. But there are some risks with using the internet. We do not guarantee that the Website will be free from viruses. We accept no responsibility for any harmful computer code that might be introduced to your system by using this Website (to the extent permitted by law).

We do not guarantee that access to this Website will be uninterrupted, timely or secure, or that it will always operate as intended, and we accept no responsibility in that regard (to the extent permitted by law).

The Website, or any product or service available on it, may be changed or withdrawn at any time, without notice.

Your access to this Website may be terminated at any time, without notice, for

whatever reason. You must not in any way access the Website or its Content after termination.

But the disclaimers, limitation of liability and indemnity provisions in these Terms of Use will survive the termination. Any licenses or other rights you granted to us will also survive termination.

## **Buying insurance online**

You might use our Website to find out more about us and our products. But if you decide to buy online then there are some important things you should know.

Buying insurance online is a two stage process.

Firstly, you should apply for an online quote, by providing the information requested on our quote pages. Subject to our underwriting guidelines, we will then give you a quote, and a quote number. You can save that quote and we will honour that price for the next 30 days.

If you decide you want to purchase an insurance policy online, based on that quote, and we offer you that option, you should provide us with the information requested, and submit a request to purchase. Stage two is complete when:

- Our server has received the electronic instruction offering to purchase insurance from us; and
- That instruction is recorded within our database, your application is accepted by the insurer, we let you know, and we show your new policy number on the screen you have been using to apply for insurance. You will know that we have entered into a binding contract with you, when you have received your policy number. If you haven't received a policy number from us, then you won't have purchased an insurance policy with us.

Purchasing an insurance policy using this Website involves you sending an electronic instruction to us, making an offer to us to purchase insurance, and then our decision to accept that offer. Once that has happened, we will notify you on the

screen you have been using to apply for insurance. We will assume that an electronic instruction is authentic. We have no obligation to authenticate the person issuing or transmitting the electronic instructions, or to verify the accuracy or completeness of the electronic instructions. We may act on the electronic instructions sent or received through our Website, without any reference to you.

Any insurance policy purchased via this Website must be paid for by direct debit or one of the credit cards we accept. Before you buy, you will need to provide us with either:

- Type of credit card
- Card number
- Name of credit card holder
- Expiry date, or

Details of your current Bank, Credit Union or Building Society account, including

- Account name
- BSB
- Account number

The amount or amounts due must be paid in full by clear funds by the due date. Details of your payment plan will be provided with your policy documents.

## **Product information**

Any application for insurance made using this Website is subject to compliance with your disclosure obligations, our approval process and the terms and conditions of the insurance policy which are set out in our Product Disclosure Statement. You should read the relevant Product Disclosure Statement available from this Website before making any decisions regarding the products.

## **Online security**

For your protection, services that involve the provision of confidential information are provided via a secure server. The information is encrypted using the Secure

Socket Layer Protocol. This will significantly improve the security of the information you provide.

## **Website Links**

Our Website may contain links to other websites operated by third parties. We do not recommend or endorse those other websites or products and services provided on those sites. We are not responsible for the condition or content of those websites as we do not have control over those websites. We make no representations about the accuracy of any information contained on any other websites. We are not responsible for any Loss arising directly or indirectly from you using, accessing or attempting to access those websites.

You must obtain our prior written permission to link to this Website.

## **No advice**

This Website does not purport to provide you with personal, financial or investment advice of any kind. We have not taken into account your individual circumstances. You should consider whether or not the insurance product is appropriate for you.

## **Intellectual Property**

We own certain trademarks which appear on this Website. Unauthorised use of those marks is prohibited.

The Website (including the software, layout and design of or underlying the insurance quoting and purchasing system contained within it) and its Content are subject to copyright. You may view the Website using your browser and print or download a copy for your personal, non-commercial use. Except as otherwise permitted by law, all other use, copying, reproduction, dissemination, modification, distribution, transmission, republication or display of all or part of this Website is prohibited.

Nothing in these Terms of Use constitutes a transfer of any intellectual property rights.

# Privacy Policy

Your privacy is very important to us. We may ask you to provide personal information when you are using this Website. The way in which we collect, use and disclose personal information is set out in our Privacy Policy. Our Privacy Policy is available on our Website.

## Liability

Except for obligations implied by law that cannot be excluded, you agree that AGS, AGS' Related Entities and their respective Personnel will not be liable for any Loss arising out of, as a result of or referable to the Website, the Content or the use of or access to this Website, including that arising as a result of:

- any unauthorised access of or breach of security to this Website, for whatever reason;
- any delay in effecting any transaction attempted to be processed through this Website, for whatever reason;
- any failure to effect any transaction attempted to be processed through this Website, for whatever reason;
- any error, faults, omission, inaccuracies or misrepresentation in relation to this Website or its Content; and/or
- the transmission of any computer virus.

You agree that, to the extent permitted by law, in no circumstance will an Indemnified Person be liable for any indirect, incidental, special or consequential Loss or damage or Loss of profits, however caused.

## Indemnity

You agree to indemnify and keep indemnified each Indemnified Person for all Loss suffered or incurred as a result of:

- your breach of these Terms of Use;
- your breach of any other legal obligation or law; or
- your use of or access to this Website.

## **Jurisdiction**

The information on this Website is provided for Australian residents only. The law applicable in the state of Queensland will apply to the use of this Website and the resolution of any dispute arising from access to and use of the Website. You submit to the courts and tribunals of the state of Queensland.

Only Australian residents are able to buy insurance from us.

## **Contacting us**

If you have any technical issues when using this Website or any suggestions on how we can improve our service to you, please contact the Website Administrator at PO Box 342, Toowong, Qld 4066.

## **Definitions**

AGS means Auto & General Services Pty Ltd (ABN 61 003 617 909) (AFSL 241411). Content means the content, text, data, information, images, pages and materials contained on this Website. Indemnified Person means AGS and its Related Entities and their respective Personnel. Loss means any damage, loss, cost, expense or liability however it arises and whether it is direct or indirect, present or future, fixed or unascertained, actual or contingent and includes all legal costs and expenses. Personnel means the directors, officers, employees, agents and contractors of a person. Terms of Use means these terms and conditions, AGS' Privacy Policy and any other terms and conditions contained in this Website. Us, Our or We means AGS and/or its Related Entities individually and collectively. Website means this website which is owned and operated by AGS and/or its Related Entities (but does not include any websites owned and operated by third parties which are available via link from this website). You means the user who is accessing all or part of this Website.

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