

## Online Terms & Conditions

By accessing this website ('Site'), you agree to be bound by the following Terms & Conditions (the 'Terms'). Before using this Site, you should read carefully the Terms and also our Privacy Statement. In these Terms:

- 'you', 'your' and 'yours' means you, the person(s) accessing this Site;
- 'we', 'us' and 'our' means BMS Risk Solutions Pty Ltd;
- 'BMS Group' means BMS Group Limited its subsidiaries and associated companies from time to time.

### TERMS

These Terms cover your use of this Site. All our products and services have their own Terms & conditions (the 'Product Terms'). You must read both the Product Terms and these Terms. To the extent that the Product Terms conflict with these Terms, then the Product Terms will prevail. From this Site we may provide information or hyperlinks to other websites or pages provided by other parties. Your use of other parties' sites may be subject to their own terms and conditions. You should read them. Please make sure you read carefully all applicable terms, conditions and disclaimers relevant to your use of the products, services or information that may be offered to you from time to time.

### CHANGES TO OUR TERMS

You acknowledge and accept that your use of this Site indicates your acceptance of these Terms.

These are the current Terms. They replace any other terms of use and privacy statement for a Site published on any of our Sites. We may at any time vary these Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of a Site, by publishing the varied Terms on a Site. We do not have to indicate on a Site that these Terms have changed, neither are we under any obligation to specifically contact or notify you of any variation to these Terms. You accept that we have provided you with sufficient notice of the variation by making available the current version of the Terms on the Site you use. By your use of a Site after any variation, you are taken to have accepted the new Terms.

## **AVAILABILITY OF SITE, PRODUCTS AND SERVICES**

Since electronic services are subject to interruption or breakdown, access to the Site is offered on an “as is” and “as available” basis only.

We may impose limits or restrictions on the use you may make of the Site. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms, we may withdraw the Site (of part thereof) at any time and without notice to you.

Any cost associated with accessing the Site is the user’s responsibility and is dependent on their respective internet or telecommunications service provider.

## **NO OFFER**

Information or opinions contained on this Site do not constitute investment advice or an offer to sell or a solicitation, or offer to buy, any securities or financial instruments. Should you seek to rely in any way whatsoever upon any content contained on this Site, you do so at your own risk. Before you make any decision or take any action that might affect you or your personal finances or business, you should always consult a suitably qualified professional adviser.

## **PURCHASING INSURANCE POLICIES**

The Site enables you to purchase, renew and/or vary insurance products or services online from insurers for whom we act as agent. Only Australian residents are able to buy insurance online through us.

You can apply for an online quote by completing and submitting the information requested on our quote pages (Quote Application). Provided that you satisfy the requirements contained in the relevant underwriting guidelines, we will then give you a quote (Quote).

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 (Insurance Application). Your Insurance Application is complete when both of the following conditions are satisfied:

- our server has received the electronic instruction offering to purchase insurance from us, and

- your Insurance Application is recorded within our database and is accepted by the Insurer.

We will let you know when your Insurance Application has been accepted by providing you with a confirmation email containing a transaction reference number. If you don't receive a confirmation email from us then your Insurance Application has not been accepted.

Please note that 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 application for insurance made using this site is subject to disclosure obligations, an approval process and relevant policy terms and conditions.

Any insurance policy purchased via this website must be paid for by one of the credit cards we accept. You will need to provide us with the following details:

Type of credit card

Card number

Name of credit card holder

Expiry date

For your protection, your confidential credit information is encrypted using a secure server. 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.

## **NO WARRANTIES**

Other than the warranties and representations contained in these Terms, all other warranties and representations, whether express, implied or statutory are, to the fullest extent permitted by the law, excluded. Use of this Site is at your sole risk. We do not represent that:

- any information contained on this Site will be accurate, complete or up to date or meet your specific requirements;
- this Site will be available;
- access to this Site will be uninterrupted or that there will be no delays, failures, errors or omissions or loss of information as this Site is transmitted to you;
- no viruses or other contaminating or destructive materials or elements will be transmitted or that your computer system will not be damaged.

We do not provide any guarantee about the accuracy, functionality or performance of any third party software, content or equipment used in connection with this Site.

## **EXCLUSION OF OUR LIABILITY**

To the extent permitted by law, neither we nor any member of the BMS Group shall be liable for any damage, loss or liability (whether arising in contract, tort, including negligence, or otherwise) arising out of or in connection with:

- your use of this Site;
- your reliance on or your inability to use the information, products or services on this Site;
- any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure to this Site or your use or attempted use of it.

The above exclusions apply to any damage which is direct, indirect, special, incidental or consequential or consists of loss of profits, business, opportunity or data. All of the above exclusions apply even if you have advised us or any member of the BMS Group of the possibility of the above types of damage, loss or liability.

## **YOUR OBLIGATIONS**

Security - it is your sole responsibility adequately to:

- protect and back up your data and equipment;
- undertake reasonable and appropriate precautions against any computer virus or other destructive materials or elements;
- ensure that your computers and your access to this Site are adequately secured against any unauthorised users.

Your use of this Site - you may not use this Site or permit others to use this Site:

- in any way (including via electronic means) and for any purpose which is unlawful, defamatory or libelous, offensive, abusive, indecent, menacing or threatening or in any way breaches any intellectual property rights or obligations of confidence;
- to cause annoyance, inconvenience or needless anxiety to any other person or in any other way which is in violation of any applicable law or regulation in any jurisdiction in the world;
- to introduce a virus or other disruptive material or element or otherwise disrupt or impair this Site or any communication service.

Indemnity - You indemnify us (and any member of the BMS Group) in respect of any liability incurred by us (or any member of the BMS Group) for any loss, cost, damage or expense, howsoever caused, suffered by us (or any member of the BMS Group) as a result of your breach of these Terms or your use of any of this Site.

### **THIRD PARTY SITES**

Links to Third Party Sites - where we provide hypertext links to other locations on the Internet, we do so for information purposes only. We are not responsible for the content of any websites or pages of third parties linked to or from this Site. Following links to any websites or pages of third parties shall be at your own risk. We shall not be responsible or liable for any damages or in any other way in connection with such linking of those websites or pages.

Downloads from Third Party Sites - links to third party downloadable software sites are for convenience only and we are not responsible nor are we liable for any difficulties or consequences associated with downloading that software. You are responsible for obtaining all necessary authorisations to use such software and we make no implied licence or warranty in relation to the obtaining of or use of such

software whatsoever. No Endorsement of Third Parties - no endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on this Site or by any hyperlinks to or from any third party websites or pages.

## **LINKS TO OUR SITE**

Neither you nor any other party may use any part of this Site on any other website, or link any other website to this Site, without our prior written permission. We are not responsible for the set up of any link from a third party website to our Site.

## **INTERNET AND E-MAIL COMMUNICATIONS**

Messages sent over the Internet (including e-mail) cannot be guaranteed to be completely secure as they are subject to possible interception, monitoring, delay, loss or alteration. Neither we nor any other member of the BMS Group are responsible for any such messages nor liable to you or anyone else for any damages or otherwise in connection with any messages sent by you to us or any third party or any messages sent by or appearing to be sent by us or any third party to you over the Internet (including e-mail). You should not include any sensitive or confidential information in such messages.

## **OUR MONITORING OF COMMUNICATIONS**

To help us improve our service and in the interest of security, we may monitor and/or record communications (whether over the Internet, telephone or otherwise) between you and us.

## **INTELLECTUAL PROPERTY RIGHTS**

Our Rights - all intellectual property rights (including without limitation, copyright, database rights, design rights, patents and trademarks) in the pages, screens, information and materials included in this Site are owned by or licensed to us unless otherwise stated. BMS - BMS and the BMS logo are trademarks of BMS Group Ltd and all rights and benefits in them vest in BMS Group Ltd.

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or obtained from this Site in any form. Any other use is prohibited unless you first get our written permission.

## **DATA PROTECTION**

We are committed to protecting your personal data and privacy. All information that we gather from you in connection with your use of this Site ('your information') will be processed or otherwise dealt with by us in accordance with our Privacy Policy (as amended from time to time) which you should read.

We may use 'cookies' to collect data about you in connection with your use of this Site. We may, as a result of your interaction with this Site, hold and process your information. This will be entered on to our group database and will be used to provide to you services and products, to evaluate the effectiveness of this Site and for statistical analysis.

Your information may also be used for fraud prevention and audit purposes. If you give us false or inaccurate information and we suspect fraud, we will record this. Your information may also be exchanged with members of the BMS Group and others to provide you with services and products. We may use other members of the BMS Group and/or third parties (in jurisdictions inside or outside Australia where there may be less stringent data protection laws) to process information on our behalf.

Wherever it is processed, your information will be protected by a strict code of secrecy and security which all members of the BMS Group, their staff and any third parties are subject to and will only be used in accordance with our instructions. We may contact you to ensure that any information you have requested has been received. Under data protection legislation, you can ask in writing for a copy of personal records we hold on you. We may make a charge for this service.

## **NO ADVICE**

This Site does not purport to provide you with financial product or investment advice of any kind. The information available via the Site does not take account of your particular financial or insurance position or requirements.

Our relationship to you – we act as agent of the insurer when you purchase and/or renew an insurance product. This may be under a binder arrangement which allows us to offer, vary or cancel policies and

manage claims as if we were the insurer. In these circumstances, we are not acting on your behalf and cannot provide you with independent advice about the appropriate insurance cover for your needs. We suggest that you seek independent advice before acting upon any information or content on the Site or any information found on a Third Party Site or making any decisions about what cover is appropriate for you.

## **GOVERNING LAW**

These Terms are governed by and are to be interpreted in accordance with the laws of the New South Wales. The courts in New South Wales will have non-exclusive jurisdiction in respect of any dispute which may arise in connection with the Terms or your use of this Site.

## **THIRD PARTY PROVIDERS**

Parts of our Site, or the provision of payment processing or other services offered via our Site, may be outsourced to third party providers. These Terms apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.

## **GOVERNING LAW**

These Terms are governed by and are to be interpreted in accordance with the laws of the New South Wales. The courts in New South Wales will have non-exclusive jurisdiction in respect of any dispute which may arise in connection with the Terms or your use of this Site.

## **OUR INFORMATION**

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