

## TERMS OF SERVICE

### WEBSITE TERMS OF USE

These are the terms of use (terms) for the website (including all information, services, text, graphics and other data) contained under the domain name [www.bluebadgeinsurance.com.au](http://www.bluebadgeinsurance.com.au) operated by Blue Badge Australia Pty Limited ABN 18 620 594 765, and its related entities (in the terms us, we or BBIA).

In these terms, “you” or “your” means to the person accessing our website.

Your use of our website is governed by these terms and our Privacy Policy. Access and use by you on our website constitutes your agreement to these terms and acknowledgement of those terms. We may vary these terms of use, at any time, without notice to you.

### INFORMATION ACCURACY

We do not warrant the accuracy, adequacy, or completeness of information on our website. All information is subject to change or amendment without notice to you. We do not guarantee that our website, or websites of those linked to our website, will be free from viruses or will function as intended or uninterrupted.

### LINKS

Our website may contain links to other websites that are owned and operated by entities that are independent of us. We do not approve, sponsor or endorse these websites or the information, services, text, graphics or data contained on those websites. We do not accept responsibility for any inaccuracy in information or representations made on those websites. We disclaim liability for, and you release us from any liability for, any loss that may be suffered as a result of using those linked websites.

### ELECTRONIC TRANSACTIONS

Our website enables you to make certain transactions online, whether this relates to you purchasing a policy, administering your policy, making a renewal payment, or any other transaction. These transactions will not be complete until we have received and processed your confirmation.

Your confirmation means any communication issued or transmitted by you to us via our website or other electronic means, containing your acceptance in relation to our offer, or your confirmation of payment, whichever is applicable.

Your confirmation of any payment may not be received by us for reasons inclusive of mechanical, software, computer, telecommunications, or electronic failure, or the omission or failure of other providers or systems, which are outside of the control of either party. You acknowledge that we are not liable to you in any way for loss or damage at all and however caused, directly arising out of, or indirectly in connection with the transmission of, your confirmation to us.

## INFORMATION ABOUT OUR PRODUCTS

We only provide general information on our website about our products and services. If you are considering purchasing a product or service, you should ensure that you read and understand the Combined Product Disclosure Statement (PDS) and Financial Services Guide (FSG) so that you can consider whether our products are suitable for you.

## PURCHASING A POLICY

Our website enables you to purchase our insurance products online. To create a valid insurance policy with us via our website, you must follow the application, confirmation and payment processes contained within the website.

An insurance policy will be entered into online by the process of our offer of insurance being made via our website electronically and your confirmation to us of your acceptance of that offer via our website, by payment. Your acceptance of our offer of insurance will have been taken to have been communicated when a policy number is generated and issued to you online. A decision to make an offer of insurance is entirely at our discretion.

## DEALING AND COMMUNICATING WITH YOU

We are under no obligation to determine the authenticity or investigate whether authority has been provided for persons who have transmitted or issued electronic confirmations through our website. We may act on and process all completed confirmations transmitted or issued through our website without further consent from, or reference to, you.

## RESTRICTIONS

You agree that you will not, either directly or via any third party:

- use our website for any other purpose, other than as a legitimate customer or for a non-commercial purpose;
- take any action which may disrupt access to, cause damage, or interfere with, the proper operation of our website;
- take any action that places an unusually large load on the infrastructure of, or bandwidth connecting to, our website;

- take any action that includes the use of any data accumulation tool, robot or spider to compile disseminate, extract, process, monitor, or copy any web pages from our website' inclusive of any information, data, graphics or content contained within our website, without our prior written consent;
- take any action that involves decompiling, reverse engineering, reverse assembling, attempting to reveal source code or other processes or formulas, connected with our website software; or
- copy, reproduce, alter, modify, or display in public any part or content from our website, without our prior written consent.

## NO ADVICE

Our website does not claim to provide you with any financial product advice or recommendations of any kind. The information contained on the website does not take into account your particular financial situation, insurance needs or your circumstances. We suggest you seek independent professional advice before acting on any information contained on this website.

## LIMITATION OF LIABILITY AND INDEMNITY

Subject to any liability implied by law and which cannot by law be excluded, we and our directors, employees, agents, contractors and related bodies corporate, are not liable for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or in any way connected with use of this website, access (or lack of access) to this website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

You indemnify us (and our related bodies corporate) in respect of any liability incurred by us (or any of our related bodies corporate) for any loss, cost, damage or expense, howsoever caused, suffered by us (or any of our related bodies corporate) as a result of your use of this website or your breach of these terms.

## INTELLECTUAL PROPERTY

This website, including the information, services, text and graphics and other data may not be reproduced, stored, modified, adapted, uploaded to another location is owned by us. No part of this website, including the information, services, text and graphics and other data may be reproduced, stored, modified, adapted, uploaded to another location, and produced for display in public in any form without our prior specific written consent. Copyright on the services, information, text and graphics on our website is owned or licensed by BBIA.



## **JURISDICTION**

The law applicable to our website and to disputes arising out of our website is the law of the state of New South Wales, Australia.

## **CONTACT US**

You can contact us with any questions about these terms or any other aspect of our website on 1300 304 802 or from the Contact Us section on the website.