

Disclaimers and information pertaining to insurance offerings

1. Disclaimer in respect of insurance offerings

- 1.1 Throughout this Disclaimer, Tautsec Pty Ltd ACN 664 528 385 will be referred to as 'Tautsec', 'we', 'us', 'our' and similar.
- 1.2 In so far as it relates to insurance, content on the Tautsec website summarises selected issues of interest to current or potential insurance buyers.
- 1.3 The content on our website, including any information contained on it, has been prepared without taking into account your objectives, financial situation or needs. You should consider the appropriateness of the information, taking these matters into account, before you act on any information. In particular, you should review the product disclosure statement for any product that the information relates to before acquiring the product.
- 1.4 Professional advice should always be sought before any action is taken based on the content of our website.
- 1.5 The insurance information provided on our website is general in nature only.
- 1.6 Information posted on our website is current as at the date articles are written as specified within them but is subject to change. Tautsec, our subsidiaries and our associates make no representation as to the accuracy or completeness of the information.
- 1.7 Any statements relating to the past may not occur in future.
- 1.8 Any case studies are shown for illustrative purposes only.
- 1.9 To the maximum extent permitted by law, we will not be liable for any loss or damage incurred by any person as a result of use or access to our website or the content on it, including any error in any information, opinion or recommendation contained

on our website (whether due to our negligence or otherwise). To the extent that terms implied by law apply to goods or services provided by us, our liability for any breach of those terms is limited at our option to either re-supplying the goods or services, repairing the goods or paying the costs of re-supply of the services or the costs of re-supply or repair of the goods.

- 1.10 All information is subject to copyright and may not be reproduced without the prior written consent of Tautsec.

2. Duty of Disclosure Notice

2.1 Duty of Disclosure

- (a) Before you enter into an insurance contract you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect its decision to insure you and on what terms.
- (b) You have this duty until the insurer agrees to insure you.
- (c) You have the same duty before you renew, extend, vary or reinstate an insurance contract.

2.2 If you do not tell the insurer something

- (a) If you do not tell the insurer anything you are required to, it may cancel your insurance contract or reduce the amount it will pay you if you make a claim, or both.
- (b) If your failure to tell the insurer is fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

2.3 If you make a misrepresentation to the Insurer

If you make a misrepresentation to the insurer and it is determined you failed to take reasonable care not to do so, the insurer may cancel your insurance contract or reduce the amount it will pay you if you make a

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claim, or both. If it is determined that your misrepresentation to the insurer was fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

3. Claim and coverage information, agency information, renewal and cancellation information and information regarding commission and fee structure

- 3.1 Please see our Financial Services Guide, which can be accessed **here** for claim and coverage information, agency information, renewal and cancellation information and information regarding our commission and fee structure.

General Website Terms of use

4. General

- 4.1 This website is operated by Tautsec Pty Ltd ACN 664 528 385. The terms “we”, “us” and “our” throughout these Terms of Use refer to Tautsec Pty Ltd.
- 4.2 By using this website you acknowledge and agree to these Terms of Use and any additional terms, notices and disclaimers which appear on this website and our Privacy Policy and Financial Services Guide.
- 4.3 Any new features or tools which are added to the current website shall also be subject to these Terms of Use. You can review the most current version of our Terms of Use at any time **here**. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our website. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

5. Third party content and links to third parties

- 5.1 Information contained on our website may be obtained from a variety of third party sources. To our knowledge, the information provided is accurate. However, we have not verified all third party information. We make no representations and, to the extent permitted by law, exclude all warranties in relation to the information contained on our website.

- 5.2 Our website may contain links to other websites (**Linked Sites**). The Linked Sites are not under our control, and we are not responsible for the content of any Linked Sites, including without limitation, any link contained in a Linked Site or any changes or updates to a Linked Site.

- 5.3 We are not responsible for any form of transmission received from any Linked Site.

- 5.4 We provide links to Linked Sites only as a convenience to you and the inclusion of any link does not imply endorsement by us of the site or any association with its operators.

- 5.5 We may occasionally promote affiliate programs and products. We may receive commission on these programs or products. Please refer to our Financial Services Guide **here** for information on our commission and fee structure.

6. No unlawful or prohibited use

- 6.1 As a condition of your use of our website, you warrant to us that you will not use the website for any purpose that is unlawful or prohibited by these Terms of Use.
- 6.2 You must not use the website in any manner which could damage, disable, overburden or impair the website or interfere with any other party's use and enjoyment of the website. You must not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website.
- 6.3 Our website is intended solely for use by people who are 18 years of age or older. By agreeing to these Terms of Use, you warrant us that you are at least 18 years of age.
- 6.4 You agree that you will not:
- (a) use our website for your own commercial purposes;

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- (b) send any material that could be considered harmful, illegal, obscene, indecent, lewd, or otherwise objectionable;
- (c) falsely misrepresent your identity or affiliation in any way;
- (d) modify, distribute, transmit, communicate, or publish any content on our website; or
- (e) use any data mining, robots, or similar data gathering and extraction methods from our website.

6.5 A breach or violation of any of the provisions of these Terms of Use will result in an immediate termination of your right of access to our website.

7. Our website and associated Intellectual Property Rights

- 7.1 Unless stated otherwise, we own or license the copyright and all other proprietary rights in all materials used on our website (including any text, trademarks, images, logos, animations, sound recordings and/or software).
- 7.2 You do not receive any ownership rights by downloading or accessing any content from our website.
- 7.3 You must not use, download or republish any of the content featured on our website without our prior written consent. Any unauthorised use of our content will amount to a breach of these Terms of Use and our intellectual property rights, including our copyright.

8. Materials provided to us or posted to our website

- 8.1 We do not claim ownership of the materials you provide to us (including feedback and suggestions) or post, upload, input or submit to our website or its associated services (collectively **Submissions**).
- 8.2 However, by posting, uploading, inputting, providing or submitting your Submission you are granting us and our affiliates permission to use your Submission in

connection with the operation of our business including, without limitation the rights to copy, publish, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission and to publish your name in connection with your Submission.

8.3 You agree that we may, and reserve the right to, remove any comments made by you about our website, any of its content, its individual representatives, officers, directors, consultants, other users and/or employees which we believe in our sole discretion to be damaging to us.

8.4 No compensation will be paid with respect to the use of your Submission in accordance with these Terms of Use. We are under no obligation to post or use any Submission you may provide and may remove any Submission at any time in our sole discretion.

8.5 By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent to us that you own or otherwise control all of the rights to your Submission as described in this section including without limitation all the rights necessary for you to provide, post, upload, input or submit the Submissions. You agree to indemnify us for all loss or damage we suffer or incur as a result of your breach of the warranty given by you in this clause 8.5.

9. Payment providers

9.1 In accepting payments, we will use any payment providers, merchants or gateways as we consider appropriate in our sole and absolute discretion. The terms and conditions of the relevant provider will apply to transactions taking place via our website and by accepting these Terms of Use, you agree to abide by the terms and conditions of such providers in all respects.

9.2 If you have any queries regarding the terms and conditions of the payment provider, then please contact the payment provider directly.

9.3 If by your act or omission you cause us to breach the terms and conditions of any payment provider, and we

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suffer any Loss or become the subject of any Claim as a result, you agree to indemnify us and keep us indemnified against any such Loss or Claim which arises in connection with your relevant conduct. Please be aware that this may mean you are obligated to compensate us for our legal fees and other costs incurred by us as a result of your conduct.

- 9.4 We recommend that you review the privacy policies of our payment providers before proceeding with a transaction via our website. When you proceed with a transaction via our website, you are providing your consent to our payment providers accessing and using your personal information in the manner outlined in their privacy policy. If you have any queries regarding the privacy policy of a payment provider, please contact the payment provider directly.

10. Payments

- 10.1 All reference to monetary amounts is to Australian Dollars.
- 10.2 Prices listed on our website are subject to change at our sole discretion and without notice.
- 10.3 By purchasing any item from our website, you agree to:
- (a) pay using a valid credit card (or other form of payment as we may allow);
 - (b) provide us with current and complete information including your full legal name, email address, credit card details and billing information as required; and
 - (c) pay all costs, fees, charges, shipping costs, applicable taxes and other charges as may be incurred in respect of the purchase.
- 10.4 If we discover or believe that any information provided by you is inaccurate or incomplete, we reserve the right to:
- (a) report such conduct to the police; and/or
 - (b) refuse to process your purchase; and/or

- (c) put on hold or terminate your access to our website,

at our sole discretion.

11. User accounts and passwords

- 11.1 You agree to provide accurate and truthful details about yourself for the purposes of using our website, creating any account or subscription profile with us. We reserve the right to suspend or terminate your account with us and/or terminate or restrict your right of access to our website if we discover you have, at any time, provided inaccurate, incomplete or misleading information.
- 11.2 To access or utilise services provided via our website, you may be required to create an account with us, and to provide a valid email address and set a password (**Logins**) for your account. Where you create an account or Logins, you are solely responsible for:
- (a) maintaining the strict confidentiality of your Logins;
 - (b) exercising caution when accessing your account from a public or shared device;
 - (c) ensuring that no-one besides you uses your Logins to access our website;
 - (d) informing us as soon as possible of any need to deactivate your account due to a potential or actual security breach.
- 11.3 By accepting these Terms of Use you acknowledge and agree that:
- (a) you are solely liable for any Loss suffered by you or any other person as a result of your failure to comply with clause 11.2 above; and
 - (b) we are not liable for any Loss suffered by you or anyone else which arises in connection with the theft of your Logins or any theft or misuse of your personal information as a result of the theft of

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your Logins or the disclosure or sharing of your Logins by you with any other person.

damages for loss of use, data or profits arising out of or in any way connected with:

12. Disclaimer and Limitation

12.1 Disclaimers

- (a) Our website contains general advice only. It has been prepared without taking into account your particular objectives, financial situation or needs. Before acting on the advice, you should consider the appropriateness of the advice, having regard to your objectives, financial situation and needs.
- (b) By accepting these Terms of Use, you acknowledge that our website may use third party platform providers and you acknowledge that this may not be a secure connection.
- (c) The information, software, products and services included in or available through our website may include inaccuracies or typographical errors. Changes are periodically made to these Terms of Use and our website. We may make improvements and/or changes to our website at any time.
- (d) We make no representations about the suitability, reliability, availability or timeliness and accuracy of the images, information, software, products, services and related graphics contained on our website for any purpose. To the maximum extent permitted by law all such information, software, products, services and related graphics are provided "as is" without warranty or conditions of any kind. We disclaim all warranties and conditions with regard to this information, software, products, services and related graphics including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- (e) To the maximum extent permitted by law we exclude all liability for any loss or damage whatsoever including, without limitation,

- (i) the use or performance of our website;
- (ii) the delay or inability to use our website or related services;
- (iii) the provision of or failure to provide services; or
- (iv) for any information, software, products, services and related graphics obtained through the website, or otherwise arising out of the use of the website,

whether based on contract, tort, negligence, strict liability or otherwise, even if we have been advised of the possibility of damages.

12.2 Limitation of Liability

- (a) The *Competition and Consumer Act 2010* (Cth) may confer rights, guarantees and remedies on you in relation to the provision of goods and services by Tautsec, which cannot be excluded, restricted or modified. We do not exclude, restrict or modify those rights.
- (b) To the fullest extent permitted by law, Tautsec's liability for breach of any guarantee, which cannot be excluded, is limited at the option of Tautsec to, in the case of products or services supplied or offered by Tautsec which are not of a kind ordinarily acquired for personal, domestic or household use or consumption:
 - (i) the supply of the products or services again; or
 - (ii) the payment of the cost of having the products or services supplied again.
- (c) Except for the rights, guarantees and remedies which cannot be excluded, restricted or modified:

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- (i) Tautsec excludes all liability (including liability arising as a result of its negligence) for any indirect or consequential expenses, losses, damages or costs, loss of profit, lost revenue, business interruption and loss of data incurred or suffered by or awarded against you under or in any way connected with these Terms of Use; and
- (ii) Tautsec limits its liability in relation to any direct loss to the amount which you have expended with Tautsec in the 12 months predating the relevant Loss arising.

13. Termination and restriction of access

- 13.1 We reserve the right in our sole discretion to terminate or restrict your access to our website and the related services or any portion thereof, or to cease the operation of our website, at any time without notice to you.

14. Indemnity

- 14.1 You agree to indemnify us and keep us indemnified against all third party Claims or Losses, including (but not limited to) solicitor/client costs on an indemnity basis, that we may incur or suffer as a result of your improper or illegal use of our website or from your breach of any of the provisions contained within these Terms of Use and/or any facilitation or support by you of a third party causing any Loss to us.

15. Privacy policy

- 15.1 Your privacy is important to us. Our Privacy Policy is incorporated into these Terms of Use by reference. Please read our Privacy Policy carefully for information relating to the collection, use, and disclosure of your personal information. We will manage your personal information in accordance with our Privacy Policy. You can find a copy of our Privacy Policy [here](#).

16. Jurisdiction

- 16.1 These Terms of Use are governed by the laws of Queensland, Australia and you agree to the non-exclusive jurisdiction of the courts of that jurisdiction and any appeals from those courts.

17. Entire Agreement

- 17.1 These Terms of Use, together with our subscription agreement (if applicable to you), Financial Services Guide and Privacy Policy, form the entire agreement between us and you in relation to your use of our website.

18. Waiver

- 18.1 Any failure or delay on our part in exercising a power or right we have under these Terms of Use does not amount to a waiver of that power or right and will not preclude our entitlement to exercise that power or right at a later date.

19. Severance

- 19.1 Any provision of these Terms of Use which is prohibited or unenforceable in the jurisdiction of Queensland will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of these Terms of Use nor affect the validity or enforceability of that provision in any other jurisdiction.

20. Cookies

- 20.1 Our website uses "cookie" technology to assist in identifying registered users and delivering content specific to your interest. Cookies are pieces of information stored on an individual's computer and are used for customising site information to improve user experience and for tracking user navigation.
- 20.2 If you do not wish information to be gathered on a cookie you should disable the acceptance of cookies by your web browser. Your internet service provider may be able to assist you with this.

21. Definitions

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21.1 In these Terms of Use:

Claim means any claim, notice, demand, action, proceeding, litigation, investigation, or judgment, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or otherwise and whether involving a third party or a party to these Terms.

Financial Services Guide means Tautsec's financial services guide, as amended from time to time and which can be accessed **here**.

Loss means losses, liabilities, damages, costs (on a full indemnity basis), charges and expenses.

Privacy Policy means Tautsec's privacy policy, as updated from time to time and which can be accessed **here**.

Terms of Use means these terms and conditions of use (as updated from time to time).