



Website Terms & Conditions

Phone 1300 21 43 21
friendsurance.com.au
Email help@friendsurance.com.au

ABN 63165995497
AFSL : 495657

20170711 - Terms and Conditions v1.0

FRIENDSURANCE (AUSTRALIA) PTY LTD (‘FRIENDSURANCE’, WE, US, OUR)

WEBSITE TERMS AND CONDITIONS

(ABN 63 165 995 497 AFSL 495657)
PO Box 247, Prahran VIC 3181
PHONE: 1300 21 43 21
EMAIL: help@friendsurance.com.au

Welcome to ‘our website’ (meaning all webpages located on the www.friendsurance.com.au and www.insurance.friendsurance.com.au domain names).

By accessing and/or using our website, you acknowledge and agree to these Website Terms and Conditions which govern your use of our website and the information, graphics and materials contained within, including our Privacy Policy found on our website. Please take your time to read and understand them.

These Website Terms and Conditions do not limit any other terms, conditions, notices or disclaimers found elsewhere on our website.

If you have any questions, you may be able to find the answers in our FAQs or you can email us at help@friendsurance.com.au, chat with us on our website or give us a call on 1300 21 43 21.

GENERAL ADVICE WARNING

Any advice provided by Friendsurance is general only, and does not take into account your objectives, financial situation or needs. Before buying a product, you should consider these matters and carefully read the Product Disclosure Statement (PDS) to ensure the product is right for you.

AUSTRALIAN USE ONLY

We are an Australian company and any services we may provide, as well as our website, are for Australian residents only. If you happen to live outside of Australia, you are not eligible to use our services or any products offered on our website.

These Website Terms and Conditions, any content and materials contained on our website, and any services we provide to you shall be governed by and construed in accordance with the laws of the state of New South Wales, Australia.

Any reference to a price or monetary value on our website is in Australian dollars.

AGE LIMITS

If you are under the age of 18 you must seek consent from your parents or guardian before providing any data about yourself, your purchasing information or your family. If you make a purchase via our website, you warrant to us that you are:

- 18 years of age or older and authorised and able to make payment by your chosen method; or
- under 18 years of age but are authorised by your parents or guardian to enter into the contract.

We encourage parents to monitor their children’s online activity and children to obtain permission before accessing our website.

Some products may have age limitations and restrictions - the above is subject to those specific requirements where applicable.

WARRANTIES

To the fullest extent permitted by applicable law, our website and any products and/or services provided to you through our website are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied, including but not limited to implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Although we do take care when publishing information to our website, sometimes there may be unforeseeable issues. We do not guarantee, represent or warrant that when you use our services or our website:

- it will be uninterrupted, timely, secure or error-free, or that defects will be corrected;
- that the results from the use of the service, or the content on our website will be accurate, adequate, reliable and complete; and
- that our website or the server that makes it available are free from any viruses, worms or any code of a destructive nature.

You (and not us) assume the entire cost of any necessary servicing, repair, or correction.

From time to time we may change our website, our services or the products available (including their pricing), remove our website from service for indefinite periods of time or cancel our website and/or our product and service offering at any time without notice, at our discretion.

Your use of, or inability to use, our website and/or our service is at your sole risk.

You must not rely on any statement on our website without obtaining specialist advice.

LIMITATION OF LIABILITY

Subject to any exclusion that we cannot make by law, in no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, expense, liability, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, arising out of or related to your use of our website, its content, our services or any products offered via our website, whether in contract, tort including negligence, statute or otherwise. This includes, without limitation:

- legal costs and defence or settlement costs;
- any loss of profit, revenue, savings or data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, which you may incur from using or being unable to use our website, or relying on the contents of our website; or
- any loss or damage in any way related to any viruses that may infect your computer equipment or other property as a result of your access to, use of, or browsing on our website, or your downloading of any materials, data, text, images, video, or audio from our website arising from your use of any of the service or products offered via our website.

Our liability shall be limited to the maximum extent permitted by law.

Any legal rights and obligations which we, you and the insurers may have will be contained in the terms and conditions of the relevant contract(s) we or they may enter into with you.

OUR WEBSITE OWNERSHIP AND INTELLECTUAL PROPERTY

Our website and all of its contents (including all information, data, text, graphics, images, software, advertisements, any other material on our website (materials), and any intellectual property in the materials (including any of our trademarks and/or copyright in the materials)— is owned by us. There are other trade names, brand names, trade symbols, logos, slogans, trademarks, service marks, brand names, company names, logos, slogans, trademarks or service marks indicated on the website that are the property of their respective owners. You agree that except where necessary for viewing information, graphics and material on our website on your browser, or as permitted under applicable laws, no part of our website may be reproduced, duplicated, copied, stored, modified, adapted, sold, distributed, exploited, transmitted, uploaded to another location or to a third party, or produced for display in public in any form without our prior written approval.

Nothing on our website should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any name, logo or trademark without the express prior permission of us or the relevant contributor.

Without limiting the above, you also agree not to use any information gained in any way from this website, materials or intellectual property in the materials for commercial purposes for profit or gain whether directly or indirectly.

PERSONAL INFORMATION

Your provision of personal information through our website is governed by our Privacy Policy. Our Privacy Policy forms part of these Website Terms and Conditions which you acknowledge and agree to by accessing and/or using our website. To view our Privacy Policy visit www.friendsurance.com.au/privacy.

USAGE OF OUR WEBSITE

In addition to other prohibitions as set forth in these Terms and Conditions or elsewhere on our website, you are prohibited from using our website or its content:

- for any unlawful purpose or in any manner that is unlawful;
- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- to infringe upon or violate our rights, including our intellectual property rights, or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability, or to post, publish, distribute or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent materials of any kind, including without limitation conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law or regulations, or encouragement of such conduct;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phishing, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose;
- to interfere with or circumvent the security features of our website or any other websites, or the internet;

- to intentionally do anything which overburdens the infrastructure of our website;
- to reverse assemble, reverse engineer, or otherwise attempt to identify the source code or other arithmetical formula for our functions or software; or
- to restrict or inhibit any other user from using or enjoying our website.

We reserve the right to terminate your use of the website for violating any of the prohibited uses.

We have no obligation whatsoever to monitor any use of our website by a user or to edit, delete or refuse to post any materials on our website, but we reserves the right to do so in our discretion. We also reserve the right to cooperate fully with any lawful direction or request to disclose the identity of, or other information related to, any user of our website by any law enforcement or regulatory authority in any jurisdiction.

SEVERABILITY

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions. Such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

These Terms and Conditions and/or your access to our website may be terminated at any time by us. You may terminate your use of our website at any time. All restrictions and/or licences granted by you, and all our disclaimers, exclusions, and limitations on our liability will survive termination. Upon termination you must not directly or indirectly access or use our website or any materials.

THIRD PARTY WEBSITES

This website may contain links to third party websites for your information and convenience. The operators of these sites are not affiliated with us and we are not responsible for the content of these sites. We will not be liable for any loss or damage resulting from your use of any aspect of these sites and all such use is solely at your risk. In particular, us, our related companies and businesses and personnel do not guarantee that any file or program available for download and/or execution from or via these sites is free of computer viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used.



friendsurance

friends with benefits

Phone 1300 21 43 21
friendsurance.com.au
Email help@friendsurance.com.au

ABN 63165995497
AFSL : 495657

20170711 - Terms and Conditions v1.0