



WEBSITE TERMS OF USE

INTRODUCTION

This website is operated by NWC Insurance Pty Ltd trading as NoWorries Insurance. Throughout the site, the terms “we”, “us” and “our” refer to NoWorries Insurance. NoWorries Insurance offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By accessing or using any part of the site, you agree to be bound by these Terms & Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

GENERAL INFORMATION ONLY

The information contained on the website is general information only and is provided for the purpose of informing you about NoWorries Insurance and our range of insurance products to enable you to undertake certain activities online and purchase selected products online. Any information contained on this site does not constitute advice in any way whatsoever and you must not rely on any statement without seeking your own independent specialist advice.

AUSTRALIAN USE ONLY

The information contained on this website is published by us and is intended for use in Australia. If you access this website from outside Australia you do so at your own risk and you may not use our products or services for any illegal or unauthorised purpose nor may you, in the use of the website, violate any laws in your jurisdiction (including but not limited to copyright laws).

COMMERCIAL USE ONLY

This is a commercial website and is not intended for use by persons under the age of 18. If you are under the age of 18 you must seek consent from your parent or guardian to allow you to access the information contained on this website.

ACCURACY OF INFORMATION

Occasionally there may be information on our website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. NoWorries Insurance takes all reasonable care in publishing the information available on this website however to the extent permitted by law does not warrant the accuracy or completeness of the information available and excludes any liability which arises from any decision taken on the basis of the information provided on this website. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time.

WARRANTIES

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. We do not warrant that the website is free from any viruses, worms or any code of a destructive nature. You agree

Coverholder at **LLOYD'S**



that from time to time we may remove the website from service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the 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 all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

LIABILITIES

In no case shall NoWorries Insurance, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using this website, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the website or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Our liability shall be limited to the maximum extent permitted by law.

INTELLECTUAL PROPERTY

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of this website, use of the website, or access to the website or any contact on the website through which the service is provided, without express written permission by us. You also agree not to use any information gained in any way from this website for commercial purposes for profit or gain whether directly or indirectly.

PERSONAL INFORMATION

You agree to provide current, complete and accurate purchase and account information for all purchases made on this website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy visit our website at www.noworriesinsurance.com.au/privacy.

TERMS OF USE

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) 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; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the website for violating any of the prohibited uses.

Coverholder at **LLOYD'S**



SEVERABILITY

In the event that any provision of these Terms of Service 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 of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

JURISDICTION

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of New South Wales, Australia.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Website Terms and Conditions were prepared on the 1st August 2014. NWC Website T&C Version: NWIWTC0814V1

Coverholder at **LLOYD'S**