

Website Terms of Use

1 Terms of use

In these Website Terms of Use, **Adica** means Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11 132 524 282, AFSL 443540 of Level 8, 390 St Kilda Road Melbourne 3004. Please read these Website Terms of Use carefully as they apply to your use of this website (the **Site**). By accessing or using the Site you agree to be bound by these Website Terms of Use.

Adica may revise these Website Terms of Use from time to time. Adica will display a notice on the Site indicating when any such revisions have been made. These Website Terms of Use were last updated on 25 February 2020. If you do not agree to abide by these Website Terms of Use, including any revisions of these Website Terms of Use, do not use or access the Site. It is your responsibility to regularly review these Website Terms of Use.

2 Licence to use the Site

- (a) The Site is subject to copyright and other intellectual property rights. The trade marks and logos (**Marks**) displayed on the Site are the property of Adica or third parties and cannot be used without the written permission of Adica or the third party that owns the Marks.
 - (b) Adica grants you a limited, non-transferable licence to access and use the Site solely for your personal use. You must not copy, republish, alter or modify any part of the Site.
 - (c) Adica (or its licensors) retains all right, title, and interest in and to the Site. Adica reserves all rights not expressly granted under this Agreement.
 - (d) Subject to applicable law, Adica may revoke the licence granted under paragraph (b) at any time and may suspend or deny, in our sole discretion, your access to or use of the Site at any time without notice.
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3 Accuracy of content

Some of the information on the Site may be provided by third parties. While Adica believe that these third parties are reliable sources of this information, Adica cannot guarantee that this information is always accurate, up-to-date or complete.

4 General restrictions

In using the Site, you must not:

- (a) violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party;
 - (b) violate any applicable laws, or use the Site for any purpose that is unlawful;
 - (c) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
 - (d) frame the Site, or represent or imply that any part of the Site belongs to anyone other than us;
 - (e) collect or store data about other users of the Site;
 - (f) engage in any other conduct that inhibits any other person from using or enjoying the Site.
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5 Warranties and liability

- (a) Subject to paragraph (c), the Site is provided “as is, as available” and Adica excludes and disclaims to the maximum extent permitted by law all guarantees, conditions, warranties or terms of any kind, whether express or implied or imposed by any applicable law. In particular, while Adica endeavours to provide a convenient and functional website, Adica does not guarantee that the

Site is accurate or complete, that your use of the Site will be uninterrupted, error free or that the Site is free of viruses or other harmful components.

- (b) Adica cannot be responsible for any loss, corruption or interception of data sent to or from the Site which occurs outside of Adica's computer systems (such as those which occur while being sent over the internet). Adica recommends that you install and use up-to-date anti-virus, anti-spyware and firewall software on your computer.
- (c) Nothing in this agreement excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot lawfully be excluded, restricted or modified. This may include the Australian Consumer Law and ASIC Act which contain guarantees that protect the purchasers of goods and services in certain circumstances.
- (d) Subject to paragraph (c), and to the maximum extent permitted by law, Adica's maximum aggregate liability for all claims under or relating to these Website Terms of Use or their subject matter is limited to AUD\$100.
- (e) Subject to paragraph (c), and to the maximum extent permitted by law, Adica is not liable to you for:
 - (i) any special, indirect, incidental or consequential loss or punitive loss or damage; or
 - (ii) loss of profits, revenue, goodwill, anticipated savings or loss or corruption of data,whether or not Adica was aware of should have been aware of the possibility of such loss or damage.
- (f) The limitations and exclusions of liability in this clause 8 apply regardless of the basis on which such liability arises, whether in contract, breach of warranty, tort (including negligence), in equity, under statute, or under an indemnity, even if Adica has been apprised of the possibility of such claim or damages.

6 Variation of the Site

Adica may from time to time and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Site.

7 Force majeure

Notwithstanding any other provision of this Agreement, Adica will not be liable for any failure to perform any of its obligations under this Agreement where that performance is delayed, prevented, restricted or interfered with for any of the following reasons: acts of God, acts of government, war or war-like situations, strikes, lock-outs, industrial action, riots, fires, floods, earthquakes, droughts, tempests, malicious attacks on the Adica website, or any other event beyond Adica's reasonable control.

8 Your Indemnity

You indemnify Adica against all claims, liabilities, losses, damages and costs incurred by Adica in connection with or arising directly or indirectly as a result of your breach of these Terms of Use or your use or access to our Website.

9 General

- (a) These Website Terms of Use are governed by the laws of Victoria, Australia.
- (b) Any provision of these Website Terms of Use which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.
- (c) These Website Terms of Use are the entire agreement between the parties about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.

- (d) Your use of the Site is conducted electronically and you agree that Adica may communicate with you electronically for all aspects of your use of the Site, including sending you electronic notices.
- (e) No waiver of a right or remedy under these Website Terms of Use is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted. A single or partial exercise of a right or remedy under these Website Terms of Use does not prevent a further exercise of that or of any other right or remedy.
- (f) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Website Terms of Use.
- (g) The words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation.