

GARD INSURANCE PTY LTD ABN 96 605 493 454 AFSL 479 125 L13, 227 Elizabeth St Sydney NSW 2000

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This website is operated by GARD. Your use of this website is subject to the terms and conditions set out below. By accessing, browsing or using this website you acknowledge that you have read, understood and accept these terms and our <u>Privacy Policy</u>.

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Internet portals

GARD may provide access to an internet portal designed to allow licensed financial services providers to upload and submit information required for the issuance of insurance quotes, renewal invitations and policy schedules. Access to the portal must be authorised in writing by the intermediary's principal.

Portal access requires a unique username and password, which must not be shared with any other person or entity. You must keep your username and password secure at all times and may be required to change your password from time to time. The use of another person's username and password to access the portal is expressly prohibited.

You must notify us immediately if you become aware of, or reasonably suspect, any unauthorised use of your username or password. GARD will not be liable for any loss or damage related to:

- the misuse, theft or unauthorised disclosure of usernames or passwords
- your authorisation to allow another person or entity to access and use our portal using your username and password.

GARD may suspend or terminate your user account and access to the portal if it believes that you are using or have used the portal in breach of these terms of use.

You are responsible for submitting complete and accurate information through the portal. When you obtain a quote on behalf of any prospective insured, you are responsible for reviewing the proposal details, quote, and related information with the prospective insured.

GARD will use reasonable efforts to provide access to the portal on a continuous basis. However GARD makes no representation or warranty that 24 hour service will be available. You agree and acknowledge that access to the portal may be unavailable due to scheduled maintenance, service upgrades or other mechanical or electronic failures. GARD will not be liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to the portal, including due to acts of third parties or system failures.

Applicable law

These terms and any dispute arising in connection with them are governed by and construed in accordance with the laws of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with this website.

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