

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 1st October 2016. 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 Completing purchases through the Site

- (a) You may purchase insurance products online through the Site.
- (b) To make an online purchase, you must first obtain a quote for your selected insurance product by providing all the required details in the form on the Site and submitting the completed form. The Site will then generate a quote, identified with a 'Quote Number', which is an offer to provide insurance in accordance with the quote and the terms and conditions of the applicable insurance product (as set out in the relevant PDS). Notwithstanding the receipt of the completed form from you, Adica reserves the right to refrain from making an offer for any reason whatsoever. Adica may save and retrieve any quote it issues.
- (c) This offer is capable of acceptance by you until the specified 'Quote Expiry Date'. After the specified 'Quote Expiry Date', you will be unable to accept Adica's offer to provide the insurance product detailed in that quote, and you must instead create another quote if you wish to make a purchase.
- (d) If you then wish to purchase an insurance product in accordance with the quote generated by the Site, you must follow the instruction on the Site to elect to purchase the insurance and submit all additional information (including your payment details) required by Adica. By making that election, you are accepting Adica's offer to purchase the insurance product in accordance with the quote generated by the Site.
- (e) You will be taken to have communicated your acceptance of Adica's offer only when:
 - (i) Adica receives and records the Electronic Instruction containing your acceptance in Adica's systems;
 - (ii) Adica's systems generate a policy number; and
 - (iii) Adica receives all required details of a current and valid payment card (being a card which you are authorised to use and which is of a card type accepted by Adica) or a valid direct debit election (where you are able to, and chose to, pay by instalments), from which Adica is able to debit the premium.
- (f) The purchase transaction will not be completed, and no binding insurance contract will be formed, until Adica has received:
 - (i) payment of your premium in full; or
 - (ii) a valid direct debit election, where you are able to, and choose to, pay by instalments, and provides confirmation of that receipt to you.
- (g) You should then receive a policy number, however please be aware that a binding insurance contract is still in place even if you do not receive the policy number upon completion of the online transaction.

- (h) You will receive confirmation of the online transaction when Adica sends you a PDS and Schedule.
- (i) Please contact Adica on 1300 658 027 if you do not receive a policy number or PDS and Schedule.
- (j) You acknowledge that Electronic Instructions and payment confirmations may not be received by Adica for reasons beyond either parties' reasonable control including, but not limited to, mechanical, software, computer, telecommunications, or electronic failure, or the omission or failure of third party service providers or systems. To the maximum extent permitted by law, Adica is not liable to you in any way for any loss or damage arising out of or in connection with the transmission of, failure to transmit or receive, or delayed transmission or receipt of Electronic Instruction or payment confirmation.
- (k) Adica may treat Electronic Instructions it receives as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instructions, or to verify the accuracy and completeness of such Electronic Instructions prior to acting on them.
- (l) In these Website Terms of Use, **Electronic Instructions** means all instructions, messages, requests or communications transmitted or issued to Adica through the Site.

3 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.

4 Accuracy of content

Some of the information on the Site may be provided by third parties, including, for example, Accredited Toyota Dealers. 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.

5 General restrictions

In using the Site, you must not:

- (a) provide us with inaccurate or incomplete information;
- (b) 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;
- (c) violate any applicable laws, or use the Site for any purpose that is unlawful;
- (d) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
- (e) frame the Site, or represent or imply that any part of the Site belongs to anyone other than us;
- (f) collect or store data about other users of the Site;

- (g) send automated queries of any sort to the Site without Adica's prior written consent; or
 - (h) engage in any other conduct that inhibits any other person from using or enjoying the Site.
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6 No advice

The Site does not purport to provide you with financial product or investment advice of any kind. The information available on and through the Site does not take account of your particular financial or insurance position or requirements. Adica suggests that you seek independent advice before acting on any information found on or through the Site.

7 Valuation tools and calculators

- (a) The Site may contain various tools, calculation devices or other information which may assist you in determining the amount of insurance cover you may need.
 - (b) While Adica has undertaken reasonable steps to ensure that any features or information described in paragraph (a) are accurate and free from defects, Adica does not warrant the accuracy, adequacy, correctness or completeness of these features. Your use of any of these features or information is entirely at your own risk. Any monetary figures are estimates only and do not take account of your particular circumstances.
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8 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.

9 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.

10 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.

11 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.

12 General

- (a) These Website Terms of Use are governed by the laws of New South Wales, 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.