

ABC Insurance Terms of Use

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In these Terms of Use the words “you” and “your” refer to users of an ABC Insurance website. The words “we”, “us” or “our” refer to ABC Insurance Pty Ltd (ABN 11 661 288 713, AFSL 543444) trading as ABC Insurance and Members Protect.

You agree to read and be bound by the current Terms of Use when using our websites.

Disclaimers

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To the maximum extent permitted by law, we disclaim liability for any damages, including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with (1) use of this website, or the inability to use this website by any party; or (2) any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or (3) line or system failure or the introduction of a computer virus, or other technical sabotage, even if we or our employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

Intellectual Property

All trade names, brand names, trade symbols, logos, slogans, trademarks or services marks are trademarks or proprietary interests of ABC Insurance Pty Ltd. All other trade names, brand names, company names, slogans, logos, trade symbols, trademarks or service marks indicated on the website are the property of their respective owners. We retain copyright for all other content provided on our websites.

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This website contains links to other internet websites which are operated by third parties. The provision of the link does not mean that we endorse or accept any responsibility for the content, use, or products and services made available through the associated websites. By utilising these links, you acknowledge and agree that we are not responsible for the actions, content, accuracy, privacy policies, opinions expressed, services provided, goods sold, or other links provided by these websites. You further acknowledge and agree that we are not responsible either directly or indirectly for any damage or loss caused by use of or reliance on linked websites. Should you have any questions regarding these websites, you should address them directly with the relevant website administrator.

Information and Privacy

Any information you provide or that is collected via our websites will be handled in accordance with the ABC Insurance Privacy Policy also available from the Website.

Using our Websites

To use and access additional services and functionality provided through our portal website, such as to obtain an insurance quote, apply for a policy, update your law practice details, or notify a claim, you will first need to:

- create a user account, which will typically require you to provide and verify information such as your email address and mobile phone number, and to set a suitably strong password; and
- register your law practice, which will typically require you to provide your law practice name, ABN (Australian Business Number), head office street address, an identifying law practice number issued by your regulatory law society, and the date when your law practice first commenced practicing.

You also agree:

- to take all reasonable steps to keep your email account, mobile device and password secure;
- that any access to our portal website using your email address and password, and with access to your mobile device, is deemed to be an access and subsequent actions by you for the purposes of these Terms of Use;
- to notify us immediately if your account details or password are compromised, if you suspect that there has been unauthorised use of your account to access our website, or you have experienced a security or data breach that may lead to unauthorised use of your account in accessing our website.

As an authorised contact and representative of your law practice you agree to provide us with accurate and complete information and updates when using our websites, including when providing your or your law practice's contact details, providing insurance proposal information, making a purchase or inquiry, renewing your insurance, and notifying a claim or a circumstance that may lead to a claim.

In using our websites, you agree that you will not:

- do anything in breach of any applicable laws, regulations, codes and standards;
- provide, enter or upload false or misleading information;

- create a false identity or attempt to impersonate another person or law practice;
- use or attempt to use another person's account;
- hack or attempt to hack into any part of our websites for any purpose, whether using tools, deceptive or misleading communications, or any other means;
- knowingly introduce or inject any type of virus, malware, spyware, malicious software or other similar material or device;
- deliberately negatively impact the website or the ability of other users to access it, such as via a denial-of-service attack;
- transmit any unsolicited advertising, promotional materials, or other materials that contain any solicitation with respect to products and services other than those made available by us via our websites, unless authorised by us in writing; and
- attempt to modify or reverse-engineer any part of our websites.

Purchases and Refunds

All financial amounts quoted and all transactions processed are in Australian Dollars (AUD).

In light of the requirements of the *Legal Profession Uniform Law*, ABC Insurance is unable to offer refunds.

Jurisdiction and Disputes

This agreement is governed by the laws in force in the state of New South Wales, Australia.

Any dispute arising in connection with these Terms of Use or in connection with your use of this website which cannot be resolved by good faith negotiations between you and ourselves shall be referred to mediation or to arbitration.

If you require further information please contact us at info@abcinsurance.net.au.

Updates

We may amend these Terms of Use from time to time. You can obtain a copy of our latest Terms of Use from our website at <https://www.abcinsurance.net.au/terms-of-use> or by emailing us at info@abcinsurance.net.au.

These Terms of Use were last updated on 18 April 2024.