

## **TERMS OF USE AND PRIVACY POLICY**

This domain name and website are owned and operated by Scott & Broad Pty Ltd trading as Risk Manager On-Line. Your access to and use of the information, text, graphics, materials, products and services provided on the website ("Service") is conditional upon your acceptance of, and compliance with, these Terms of Use.

By accessing or using this website you acknowledge and agree to these Terms of Use and to the computer storage, processing and use of personal information in accordance with the provisions of the following Privacy Policy. If, after having read these Terms of Use and Privacy Policy, you do not accept them, you should log out from this website.

For the purposes of these Terms of Use and Privacy Policy as the context may apply "us", "we", and "our" means Risk Manager On-Line.

We reserve the right to vary these Terms of Use and Privacy Policy at any time by publishing varied provisions on this website. You accept and agree that by doing this we have provided you with sufficient notice of the variation.

### **A. TERMS OF USE**

#### **1. Intellectual property notice**

You acknowledge that copyright is reserved to us and all rights are reserved. We or other members of the group of companies that we belong to either own the intellectual property rights in the underlying HTML, text, images, audio clips, video, clips and other content material that appears on this website, or have obtained the permission of the owner of the intellectual property to use the content on this website.

You must not use or copy any material appearing on the website other than for the purposes contemplated by this website or in any promotional material for any product without our consent.

#### **2. Professional advice may need to be obtained**

You acknowledge that by providing the information contained in this website we are not :

(a) rendering any legal, accounting, financial or other professional advice or opinions on specific matters or facts; or

(b) making a recommendation to take up particular product or service.

The information on the website may not take into account any person or organisations particular circumstances. You should always consult a qualified adviser or consultant for advice on whether the information is appropriate to your particular objectives and needs.

### **3. Use of information**

The information presented on this website has been compiled from various sources. Please do not rely on the information contained within this website as professional advice. The description of the various products and services offered is provided solely for general purposes and is not intended to be a complete description of all the terms, conditions, exclusions applicable to the product or service.

We take reasonable steps to ensure that the information contained in this website is accurate and up-to-date. However the information presented on the website is subject to change without notice and its accuracy is not guaranteed. Please refer to the section headed "**Our liability**".

### **4. Our liability**

Except as expressly stated in these Terms of Use, all warranties, representations or conditions relating to the Service, or the fitness of the Service for any particular purpose, or to the merchantability of the Service, or to any other aspect of the Service, or as to the information contained in the Service (whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded.

You acknowledge that:

(a) Our liability or any member of the group of companies we belong to or any of its employees or directors under any statutory right or any condition or warranty implied by any state Fair Trading Act, Trade Practices Act, ASIC Act, which cannot be excluded is, to the extent permitted by law, in the case of any services, limited to the supply of the services again or the payment of the cost of having the services supplied again.

(b) The Service is, to the extent permitted by law, provided "as is, as available", without any warranty of any kind including, without limitation, any warranty with respect to the quality, performance or functionality of the Service and that the Service will be interrupted or error free.

(c) Neither we nor other members of the group of companies that we belong to and their directors and employees can accept liability for any errors or omissions and make no representations as to the accuracy or completeness of any information contained in the website.

(d) We, or other members of the group of companies that we belong to are, to the extent permitted by law, not liable to you for any incidental, indirect, special, consequential or economic loss or damage (including loss of profits or opportunities and exemplary and punitive damages) whether arising from negligence or otherwise in relation to these Terms of Use or the failure or omission by us to comply with its obligations under these Terms of Use. Other than stated above, we and other members of the group of companies that we belong to will not be liable for the cost of procurement of substitute goods, services or technology and in no event will our liability to you exceed \$100. To the extent permitted by law, you indemnify us and other members of the group from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to the use of the Service.

## **5. Links to other web-sites**

As a convenience to you this website may contain links to other sites independently maintained by others. Because we do not control these other sites, we cannot be responsible for the content or accuracy of the information or other material on these linked sites. The fact that we have provided a link to another website does not mean that we make a recommendation or give any endorsement or approval of any products or services contained in those other sites.

Before disclosing your personal information on any other website, we advise you to examine the terms and conditions of those websites members, as their Terms and Conditions can differ from this web-site.

You acknowledge that you can not make any hyperlinks to this site without our prior written consent.

## **6. Breach of conditions**

If you breach any term or condition of these Terms of Use, we may suspend your access to the Service. We reserve the right to suspend your access to the Service or access to the Service generally due to technical or other problems associated with the Service.

Either party may also terminate this Agreement in that party's absolute discretion immediately on written notice to the other party. We reserve the right to terminate the Service at any time at our absolute discretion.

## **7. Australian residents only**

This website is for access and use by Australian residents only. Some of the Service may be limited in its application to specific States and/or Territories of Australia.

The website and these Terms of Use will be governed exclusively by the law of the State of New South Wales, Australia.

## **8. Contact us**

Contact details are contained in the Contact Us section.

The registered office of Risk Manager On Line is:-  
Level 4, 22 Darley Rd, Manly NSW 2095

## **B. PRIVACY POLICY**

This policy applies to the services offered on [www.riskmanager.com.au](http://www.riskmanager.com.au) which is offered by Risk Manager On-line. Please read this policy carefully before using this website. *[It should be read in conjunction with our Terms of Use.]*

You must note that by using our website you consent to the following:

- (a) If you disclose your personal information to us for us to register you on our website the use of that information for that purpose;
- (b) If you disclose your personal information for the goods and services provided on this website to the use of the personal information and disclosure to third parties(including those listed below) for the purposes listed below
- (c) we may create a database record about you;
- (d) we may use cookies on your browser (unless you remove them); and
- (e) your continued use of our website indicates your agreement with any changes to this privacy policy.

## **1. This policy**

We are committed to safeguarding the privacy of our customers. We appreciate that as our customer, you trust us with your personal information.

In handling your personal information, we will comply with the National Privacy Principles in the Privacy Act and, where relevant, the policies and codes of industry groups to which we belong.

This policy explains our general practices in handling personal information. If you need further information, have questions about our privacy practices or wish to gain access to your personal information, please contact us.

## **2. Collecting your personal information**

We collect personal information for the purpose of providing Risk Management Services.

The personal information collected can be used or disclosed by us for a secondary purpose related to the purpose listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to the purpose listed above.

The sort of personal information we need from you will be clear from the questions we ask.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

If the personal information we have requested is not provided we may not be able to provide the services or goods requested. We may not be able to provide Risk Management services.

The details of exactly what types of personal information we collect can be found on the Risk Management System. The type of personal information we collect may also depend on what pages you visit on our website.

We can collect information about people who are not our customers as part of providing a product or service.

### **3. Use of e-mail**

If you send us an e-mail we may preserve the content if we consider it necessary or desirable to do so. Any personal information contained in your e-mail, including your e-mail address may be used in ways to assist us to provide our services and products available through us.

You should be aware that e-mails are not necessarily secure and if you have concerns about the security of the contents of an e-mail then you should consider contacting us by other means.

### **4. How we use and disclose personal information**

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent).

We have a duty to maintain the confidentiality of our clients' affairs, including personal information. Our duty of confidentiality applies except where disclosure of your personal information is with your consent or compelled by law.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services. For example, in arranging and managing your insurance needs we may provide information to insurers, reinsurers, other insurance intermediaries, our advisers such as loss adjusters, lawyers and accountants, and others involved in the claims handling process. We also provide it to purchasers of our business and related companies.

We take reasonable steps to ensure that your personal information is accurate, complete, and up-to-date whenever we collect or use or disclose it.

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services.

### **5. Our use of cookies**

Cookies are pieces of information that a website transfers to a computer's hard disk for record keeping purposes. Most web browsers are set to accept cookies. We use cookies to make your use of our website and services as convenient as possible. Cookies in and of themselves do not personally identify users, although they do identify a user's browser. Cookies are useful to estimate our number of customers and determine overall traffic patterns through our website. If you do not wish to receive any cookies you may set your browser to refuse cookies. This may mean you will not be able to take full advantage of our services.

### **6. Security**

We take all reasonable steps to maintain the security of personal information that we hold. We have information security policies in place for both computer records and for our paper files, which aim to minimise the risk of unauthorised access to your personal information.

Your information is stored on secure servers that are protected in controlled facilities. We require our employees and data processors to respect the confidentiality of any personal information held by us. Unfortunately, no data transmission over the Internet can be completely secure, so we cannot give an absolute assurance that the information you provide to us via the Internet will be secure at all times. We will not be held responsible for events arising from unauthorised access to your personal information.

Please contact us if you want further information about our security practices. Please notify us immediately if you become aware of any unauthorised use of this website by an Internet user or any other breach of security.

## **7. Resolving problems related to your privacy**

If you have a complaint about privacy or you do not agree with a decision we have made about your access to your personal information, we have an internal dispute resolution process. We may ask you to give us the full details of your complaint in writing.

In the first instance we will ensure that:

- any complaint is handled by the person who has authority to deal with it, and
- this person will review your complaint, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If the dispute cannot be resolved to your satisfaction, it will be referred to the relevant Manager, who will endeavour to contact you within 15 working days from the date you first made your complaint.

If you are not satisfied with our decision you can direct your written complaint to the Federal Privacy Commissioner at:

Federal Privacy Commissioner  
GPO Box 5218  
Sydney NSW 1042

or phone toll free 1800 620 241 for further information.

## **9. Future changes**

Our business will continue to evolve as we introduce new services and features to our website. Because of this, from time to time we may review this privacy policy and may amend it to reflect changes in legislation, industry codes or in the business environment. We encourage you to look at this policy on a regular basis to stay informed of changes in this policy.

Issue date: 1<sup>st</sup> October 2002