

WEBSITE TERMS AND CONDITIONS



The Website

This various webpages accessible at the domain name www.ppsmutual.com.au (Website) are owned and operated by PPS Mutual Insurance Pty Ltd ABN 21 162 670 108.

Your use of our Website and/or any other services that we provide in connection with our Website is governed by these terms and conditions (Terms). By using the Website, you are deemed to have read, understood and accepted these Terms which incorporate any other terms referred to in these Terms including but not limited to our Privacy Policy and any notices or disclaimers. If you do not agree to these Terms, you must cease accessing and using our Website immediately.

The Terms may be modified at any time by us. By continuing to use the Website after the Terms are modified you agree to be bound by the modified Terms.

Copyright, intellectual property and links

No part of the Website or the material in it may be reproduced, extracted, published or distributed (unless specifically authorised by applicable law) without our written permission. Copyright in the Website content is owned by us unless otherwise indicated. Intellectual property rights in our logos and trademarks remains vested in us and you do not acquire any such rights in our logos or trademarks by virtue of your access or use of the Website.

You are not authorised to create any web or other links to this Website without our prior written permission. This Website may from time to time contain links to other websites (Other Sites). We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the Other Site or any association with its operators. We do not accept any liability whatsoever in connection with your access to any

Other Site or use of information on any such Other Site. We do not represent that material on any Other Site does not infringe the intellectual property rights of a third party.

Access and use

This Website is controlled and operated by us from within Australia. We make no representation that materials in this Website are appropriate or available for use in other locations. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent applicable.

You must not:

- access or use this Website for any unlawful purpose;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software that makes up the Website or create derivative works from the Website;
- attempt to upload any data, software or content to the Website except as expressly authorised by us;
- attempt to upload any computer virus, worm or any other computer code which may adversely affect the Website, performance or functionality of the Website or any other website, software, system or equipment of ours or any other person or entity; and
- use any device, software, or routine that interferes with or attempts to interfere with the proper functionality of the Website.

Disclaimer and limitation of liability

To the maximum extent permitted by law, we, our employees, officers and contractors and our related entities hereby exclude all liability for, and shall not be responsible for, any direct, indirect, incidental, consequential or other loss or damage (however arising) suffered or incurred by you as a result of the use of, reliance on or access to the Website

including any of the material or information on it and/or the use of any calculators, items or material sourced or obtained through the Website.

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law being Schedule 2 of the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement (Non-Excludable Guarantee). To the maximum extent permitted by law, our liability for a breach of any Non-Excludable Guarantee that may apply is limited, at our option:

- in the case of services supplied by us, to:
 - the supplying of the services again, or
 - the payment of the cost of having the services supplied again; or
- in the case of goods supplied by us, to:
 - the replacement of the goods or the supply of equivalent goods,
 - the repair of the goods or the payment of the cost of having the goods repaired; or
 - the payment of the cost of replacing the goods or supplying equivalent goods.

No express or implied representation or warranty is made as to the suitability, accuracy or currency of any information on the Website or that the Website will be continuously available or virus or fault free.

Use of cookies

Our Website may utilise cookies from time to time. A cookie is an electronic token that is passed to your browser by our Website and your browser passes it back to the Website server whenever a page is sent to you. The cookies are used to keep track of the pages you have accessed while using our server. The cookie allows you to page back and forward through our Website and return to pages you have already visited. The cookie exists only for the time you are accessing our server. We don't use it for anything else. We do not use cookies to collect any personal information.

Promotional material

Where you provide us with your email address or mobile telephone number (which we collect and hold in accordance with our Privacy Policy), you consent to receiving commercial electronic messages (as defined in the Spam Act 2003 (Cth)) from us, including information about existing and any new products and services that we may offer. Despite section 18(1) of the Spam Act, you agree that any commercial electronic message we send to you will not need to contain an unsubscribe facility but, if you wish to opt-out of receiving commercial electronic messages, you can contact us to have your name removed from our distribution lists by emailing us at unsubscribe@ppsmutual.com.au with the subject line "Unsubscribe".

General conditions

This Website and these Terms are governed by the laws of the State of New South Wales and the Commonwealth of Australia, and any disputes arising from use of or access to the Website or in connection with these Terms are governed exclusively by the jurisdiction of the courts of that State or the Commonwealth as the case may be.

If any of these Terms are found by a competent court to be invalid, unenforceable or illegal for any reason, such provisions shall be severed and the remaining Terms will continue in full force and effect.

Product Disclosure Statement

PPS Mutual Professionals Choice is issued by NobleOak Life Limited ABN 85 087 648 708 AFSL 247302. Please refer to the Product Disclosure Statement, available from a PPS Mutual Accredited Adviser, before deciding to acquire the product.

Privacy

Please click on the Privacy link on the Website for our Privacy Policy which outlines how we handle your personal information.