

SGUA's Portal provides Brokers and Agents secure access to an online system to place and manage insurance covers. The SGUA Portal will allow users to view and access confidential information including details and personal information for the insured.

These SGUA Portal Terms of Use (Agreement) contain the terms which govern your access to and use of SGUA's online portal (SGUA Portal), and forms an agreement between St. George Underwriting Agency (SGUA) ABN 59 009 357 582, AFS licence No. 236663, (us, we or our) and the company you work for (you or company). By activating your account to SGUA's Portal, you represent and warrant that you have the legal authority to accept this Agreement on behalf of the company you work for (Authorised User), and to bind the company to this Agreement.

## 1. Use of SGUA Portal

- 1.1 Setting up an account:** You will have completed the data on your Company information and user details including an email address for each user. Each user will be required to have their own login set up with a unique valid email address.
- 1.2 Access to the portal:** We will supply you with access to the SGUA Portal from the date that you activate your account as an Authorised User. Your access to the our Portal will continue until you leave your company, or access is terminated earlier in accordance with this Agreement. Where your access has been terminated, you will immediately cease to use the SGUA Portal.
- 1.3 Scope of use:** Approval of your SGUA portal account will serve as a non-transferable license which will allow users to view and access confidential information. You agree to:
  - a. keep any information which you have access to secure and confidential and;
  - b. only use the information for your company's internal business purposes;
  - c. not use or disclose any of the information you have access to for any purpose, other than for managing insurance on behalf of your client;

## 2. Access Security

- 2.1** Your SGUA Portal log in details are deemed to be our confidential information. You must ensure that each Authorised User keeps these log in details secure, and does not disclose their log in details to any third party.
- 2.2** You must immediately notify us if you become aware that an Authorised User has disclosed their log in details to a third party or otherwise breached any other provision of this Agreement.
- 2.3** You are responsible for all activities that occur under your SGUA Portal account, regardless of whether the activities are undertaken or authorised by you.
- 2.4** You must notify us immediately if you believe an unauthorised person may be accessing your account or if your account and/or login information has been lost or stolen.
- 2.5** The company must immediately notify us if the login of any Authorised User is to be cancelled for any reason.
- 2.6** When an Authorised User's login is cancelled, the company may nominate a new user and procure that the new user is aware of, and bound by this Agreement.
- 2.7** We may immediately suspend an Authorised User's access to the SGUA Portal or terminate a user at any time to:
  - a. protect information accessed through the SGUA Portal by an unauthorised user;
  - b. protect our information technology systems, including implementing reasonable procedures to guard against viruses and unauthorised interception, access or use.

### 3. Portal Support and Assistance

- 3.1 Support for problems relating to use of the SGUA Portal shall be provided from Monday to Friday: 8:00am to 4:30pm AWST (excluding public holidays) by phoning 1800 355 559 | 08 6381 7100 or emailing [insurance@sgua.com.au](mailto:insurance@sgua.com.au).
- 3.2 If there is a problem with accessing the SGUA Portal, we will in good faith, make reasonable efforts to provide either a correction of the problem or a workaround solution.

### 4. Disclaimers

You acknowledge that:

- a. because of the nature of the internet and dependencies on third party suppliers, access to the SGUA Portal may not be continuous, uninterrupted or error-free. In addition, our portal may become unavailable due to upgrades, maintenance or otherwise and we will therefore not be liable to you if any of the following occur;
- b. we are not responsible for or liable to you for any damage or loss caused by a software virus or other malicious code;
- c. we are not responsible or liable to you for access to data or transmissions by third parties through illegal or illicit means or through the exploitation of security gaps, weaknesses, or flaws unknown to us at the time; and to the extent that the SGUA Portal utilises data or information that we collect;
- d. we exclude liability and will not be responsible for any claim or action of any nature by any third party that arises out of the collection, use or analysis of that data or information provided.

### 5. Intellectual Property Rights

- 5.1 You agree that all intellectual property rights (IPRs), whether registered or unregistered, including without limitation rights in relation to , trademarks, copyright, business names, domain names, designs, and other confidential information, and all other rights resulting from intellectual activity (IPRs) in the content and information accessed through the SGUA Portal including data outputs are owned by us, our partners or data providers (as applicable), and you may not reproduce or use any of our or their IPRs without our express prior written consent.
- 5.2 You will not alter, obscure, remove, interfere with or add to any logos, trademarks, trade names, markings or notices used on or contained in any content accessed through the SGUA Portal.

### 6. Confidentiality

- 6.1 In this Agreement, confidential information is information that our employees, representatives or agents disclose formally or informally to you in connection with performance of this Agreement.
- 6.2 **Confidential Information:** includes (but is not limited to) the terms of this Agreement, the personal information accessed through the SGUA Portal, Authorised Users log in details, our services, products and other information made available by us, ideas, concepts, know how, knowledge technology, transactions, methods, methodologies, processes, workings or any other information which is expressly stated to be confidential information, but excludes information which is known to the general public.

### 7. Privacy

- 7.1 **Protection of personal information:** you agree that you will take all reasonable steps to ensure that if any personal information is received, it is protected against misuse and loss, or unauthorised access, modification or disclosure, including not disclosing any personal information to a third party without our prior written consent.
- 7.2 Each party agrees that:  
**General compliance with law:** it will ensure that its related employees, officers, contractors, representatives and agents will comply with the Privacy Act 1988 (Cth) and any other applicable privacy or data protection laws which may be amended and in force from time to time (Privacy Laws).  
**Privacy Policy:** it will have in place and maintain an up to date 'Privacy Policy' in compliance with the Privacy Act 1988 (Cth); and  
**Notification of complaints:** it will notify the other party in writing as soon as is reasonably practicable of any potential or material complaint relating to compliance or alleged non-compliance with Privacy Laws. Each party agrees to act fairly, taking into consideration each party's reputation and good standing in working towards the resolution of that potential or material complaint. In this paragraph, "material complaint" means a complaint which is likely to be material to either party.

## 8. Termination

- 8.1 Termination:** We may immediately terminate this Agreement without notice to you if you breach this Agreement and that breach is not capable of remedy, or for any other reason without cause.
- 8.2 Consequences of termination:** Upon termination of this Agreement, you will immediately cease use of the SGUA Portal

## 9. General

- 9.1 Force majeure:** We will not be liable for any delay or non-performance of our obligations under this Agreement to the extent to which that delay or non- performance arises from any act or omission beyond our reasonable control.
- 9.2 Variation:** We may vary this Agreement at any time in our sole discretion and such variations will take effect on the date they are posted online.
- 9.3 Severability:** If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause, or part of a clause, is to be regarded as deleted from this Agreement, and this Agreement otherwise will remain in full force and effect.
- 9.4 Record Keeping:** You agree to maintain records relevant to this Agreement (including in relation to Authorised Users), and we may, on the provision of reasonable notice to you, audit compliance by You and Authorised Users with this Agreement.
- 9.5 Applicable Law:** These conditions shall be governed by and construed in accordance with the laws of Western Australia; each party hereby submits to the exclusive jurisdiction of the courts of Western Australia.
- 9.6 Entire Agreement:** These Conditions constitute the entire Agreement between the parties with respect to its subject matter and may not be modified except in writing and, signed by the duly authorised representatives of the parties.

## 10. Our Contact Details

If you want to contact Us, have any questions or would like further information regarding these Terms of Use, please contact Us by using the contact details provided below.

Physical Address:  
St. George Underwriting Agency  
109 St Georges Terrace  
Perth WA 6000

SGUA's postal address is:  
St. George Underwriting Agency  
PO Box 5663  
St Georges Tce WA 6000

Additional contact information:  
Tel: 08 6381 7100  
Email: [insurance@sgua.com.au](mailto:insurance@sgua.com.au)