

Terms of Trade Agreement



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The Proplab Group Pty Ltd trading as St George Underwriting Agency (ABN 59 009 357 582, AFSL 236663) of 197 St Georges Terrace, Perth WA 6000 (SGUA)

Background

- A SGUA is authorised to underwrite insurance products on behalf of the Insurer(s) listed in Schedule 3 for the classes of insurance listed in that schedule, pursuant to a binder agreement between SGUA and the Insurer(s).
- B The Broker is an Australian Financial Services (AFS) licensee.
- C The parties wish to regulate their relationship under the regulatory regime for financial services on the terms set out in this agreement.

Operative provisions

1 Licence and registration

- 1.1 The Broker holds an AFS licence that authorises it to provide financial product advice and to deal in general insurance products.
- 1.2 SGUA holds an AFS licence that authorises it to provide financial product advice and to deal in (by issuing) general insurance products.
- 1.3 Each party must notify the other immediately in the event that its AFS licence is suspended or cancelled, or any authorisation on the licence is varied other than by the addition of authorisations, or, in the case of an exemption, the party is no longer entitled to the exemption.

2 Relationship

- 2.1 Unless and to the extent agreed otherwise, the Broker acts as agent for each of the Broker's clients, and not as agent for SGUA or the Insurers, in providing financial advice or dealing in any financial product.
- 2.2 Nothing in this agreement creates a binder or a relationship of agency, partnership, or employment between the parties or between the Broker and SGUA or any Insurer.
- 2.3 Unless expressly stated otherwise in this agreement, the Broker is not authorised to do anything as agent of SGUA or the Insurers.
- 2.4 The Broker acknowledges that it has each of its client's authority to receive for that client all notices for an Insured or intending Insured under the Insurance Contracts Act and the Corporations Act.
- 2.5 The parties agree to act at all times in good faith in their dealings with each other.

3 Compliance obligations

- 3.1 The parties agree to comply, at all times, with all Legal requirements.

4 Remuneration

- 4.1 SGUA will pay the Broker commission on each Base Premium in accordance with Schedule 1 unless otherwise mutually agreed by SGUA and the Broker in writing.
- 4.2 The terms of Schedule 1 can be amended by SGUA by providing 60 days written notice to the Broker unless otherwise mutually agreed by SGUA and the Broker in writing.
- 4.3 SGUA will notify the Broker of the commission payable on any policy of insurance that is not included in Schedule 1 or for specially quoted policies of insurance and agrees to pay that commission to the Broker.

4.4 The parties acknowledge that the Broker may also charge a fee to its clients, in addition to commission payable by SGUA.

4.5 This clause survives termination.

5 Arranging insurance

Authority

5.1 SGUA has authority from each Insurer to enter into this agreement and to bind the Insurer to the terms and conditions of this agreement.

Platform

5.2 The Broker must bind all insurance business on the Platform provided by SGUA. The use of the Platform by the Broker is subject to the conditions of use as set out in Schedule 4.

5.3 The Platform is the sole record of truth for all business bound.

Binding new business

5.4 If SGUA agrees to the terms and conditions upon which the Insurer will accept any new insurance risk, the Broker may only bind the new business risk utilising the Platform on the agreed terms and conditions.

Hold covered renewals

5.5 Subject to clause 5.7, if SGUA has offered renewal of any policy of insurance with a client of the Broker and that renewal has not been accepted before expiry of the policy of insurance, the Insurer provides automatic interim cover on the terms of the offer of renewal for 90 days from the expiry date of the policy of insurance.

5.6 The automatic interim cover referred to in clause 5.5, will end in accordance with section 38 of the Insurance Contracts Act.

5.7 Clause 5.5 does not apply to a particular renewal if, prior to or at the time that renewal offer was made, SGUA advised the Broker in writing that an automatic cover note will not be provided for that renewal.

Premium for hold covered policies

5.8 SGUA will not, and SGUA will ensure that the Insurer does not, charge Premium for a hold covered period when the:

- (a) offer of new business referred to in clause 5.4 is not accepted; or
- (b) renewal offer referred to in clause 5.5 is not accepted;

unless SGUA informs the Broker in writing, before or at the time the offer is made, that Premium will be charged and the basis of calculation of the Premium.

Acceptance and confirmation of new business or renewal terms

- 5.9 Any offer of new or renewal policies of insurance may be accepted by:
- 5.9.1 payment of the Premium to the Broker by the client; or
 - 5.9.2 written notification of acceptance from the Broker to SGUA (without receipt of Premium by the Broker);
 - 5.9.3 Binding of the policy on the Platform;
- before expiry of the automatic interim cover described in clauses 5.4 and 5.5 or the inception or renewal date, whichever is the later.

Closings

- 5.10 SGUA does not require closings for New Business, Variations, Renewals or Cancellations if the Broker has undertaken those processes on the Platform. If the Broker does send a Closing, SGUA will NOT use this as the source of truth and the Broker, and their client remain bound by the Terms & Conditions (including premium) of the Platform.

6 Paying Premium and commission

- 6.1 The Broker must pay the Net premium it has received for each insurance policy arranged through SGUA, within 90 days of commencement of cover.
- 6.2 The Broker is entitled to retain the commission payable under clauses 4.1 and 4.3 at the time the Net premium is paid to SGUA under clause 6.1.
- 6.3 The Broker will retain all amounts earned on investment of the Premium before payment to SGUA in accordance with clause 6.1.

7 Cancellations, variations or avoidance of policies of insurance

SGUA

- 7.1 Other than for instalment policies of insurance, if within 14 days of the expiry of the period referred to in clause 6.1, the Broker has not received the total invoiced Premium from its client, SGUA may, on behalf of the relevant Insurer, (subject to the terms of the policy of insurance and the Insurance Contracts Act), vary (including the expiry date and/or terms of the policy) or cancel the relevant policy of insurance of behalf of the relevant Insurer.
- 7.2 Subject to clause 7.3, the policy of insurance may be otherwise avoided or cancelled in accordance with the Insurance Contracts Act.
- 7.3 SGUA must notify the Broker in writing of any intention by the Insurer to cancel or avoid any policy of insurance.

Refund of Premium

- 7.4 If a Premium refund is payable when a policy of insurance is varied, cancelled or avoided, SGUA will refund the client through the Broker.

Refund of commission

- 7.5 If any policy of insurance is varied, cancelled, or avoided, the Broker will refund to SGUA that part of the amount due or paid to it by SGUA under clauses 4.1 or 4.3 that relates to the proportion of Premium refunded to the client (if any).

8 Claims

- 8.1 The Broker will provide all reasonable assistance to SGUA and the Insurer in respect of all claims and will use reasonable endeavours to obtain any information required from the Broker's client promptly.

9 Documentation and promotional material

- 9.1 The Broker must not change printed material supplied by SGUA to the Broker (including but not limited to marketing material such as brochures, advertisements, articles, editorials, posters, insurance documents such as proposals, policy wordings, certificates of insurance and certificates of currency) without the written consent of SGUA.
- 9.2 Where the material referred to in clause 9.1 has originated from SGUA, such material remains the property of SGUA and must be returned to SGUA, unless already distributed, when requested.
- 9.3 In circumstances where SGUA provides a financial service to a client of the Broker under this agreement, the Broker agrees that it will either:
- 9.3.1 give to the client SGUA's financial services guide; or
 - 9.3.2 inform the client how to obtain SGUA's financial services guide.
- 9.4 Clause 9.3 applies only if, and to the extent that, SGUA:
- 9.4.1 provides to the Broker SGUA's financial services guide to give to the Broker's client in the circumstances of clause 9.3.1; or
 - 9.4.2 advises the Broker in writing how a client of the Broker may obtain a copy of SGUA's financial services guide in the circumstances of clause 9.3.2.

10 GST

- 10.1 Unless stated otherwise in this agreement, all amounts payable under or relating to this agreement are inclusive of GST.
- 10.2 Where one party makes a taxable supply to the other party pursuant to this agreement, the other party shall pay the first party an amount equal to the GST on that taxable supply.

- 10.3 A tax invoice will be issued by the Broker for the Premium for the policy of insurance in accordance with Schedule 2.
- 10.4 The parties acknowledge that the Broker does not guarantee or indemnify the Insurer or SGUA for the payment of any taxes, statutory charges or levies applicable to any policy of insurance, even if the Broker administers the payment of such taxes, charges, and levies.
- 10.5 Words in this clause 10 and in Schedule 2 have the same meaning as any definition of those words in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

11 Confidential Information

- 11.1 Subject to clause 17, during and after termination of this agreement, each party must keep confidential and must not use the other party's Confidential Information except as necessary to perform this agreement or as required by law.
- 11.2 If a government, regulatory authority, or a court orders a party to disclose Confidential Information, that party will, to the extent permitted, immediately advise the other party and will disclose only such of the Confidential Information necessary to comply with the order.
- 11.3 Nothing in this clause 11 restricts the use or dissemination of Confidential Information obtained lawfully from a third party.
- 11.4 Each party authorises the other to disclose its Confidential Information to its (re)insurers, actuaries, auditors, professional agents and advisors and any related bodies corporate.
- 11.5 This clause survives termination.

12 Indemnity

- 12.1 The Broker indemnifies SGUA against all claims, damages, judgments, losses, costs and expenses to the extent that they arise out of or in connection with any breach by the Broker of its obligations under this agreement.
- 12.2 SGUA indemnifies the Broker for all claims, damages, judgments, losses, costs and expenses to the extent that they arise out of or in connection with any breach by SGUA of its obligations under this agreement.
- 12.3 This clause survives termination.

13 Dispute resolution

- 13.1 The parties must attempt, in good faith, to resolve any dispute between them in connection with this agreement by negotiation.
- 13.2 If any dispute cannot be resolved by negotiation between the parties within 10 days, or such further period as the parties agree is appropriate, then within the following 10 days the parties must seek to

agree on procedural rules and a timetable for resolving the dispute through mediation by a mediator agreed upon by the parties, or if the parties cannot agree, a mediator appointed by the Australian Commercial Disputes Centre <https://disputescentre.com.au> or any other body which replaces it.

- 13.3 A party may not commence court proceedings or arbitration (other than an urgent interlocutory application) relating to any dispute arising from this agreement unless that party has complied with clauses 13.1 and 13.2.

14 Variation

- 14.1 This agreement may not be varied, other than as provided for specifically in this agreement, unless such variation is agreed upon by the parties and recorded in writing.

15 Assignment

- 15.1 Subject to clause 15.3, the Broker may not assign, charge or otherwise deal with its rights and obligations under this agreement in any way without the prior written consent of SGUA.
- 15.2 Subject to clause 15.3, SGUA may not assign, charge or otherwise deal with its rights and obligations under this agreement without the prior written consent of the Broker.
- 15.3 Either party may assign its rights and obligations under this agreement, without the consent of the other party, to a related body corporate (as defined in the Corporations Act), by providing 30 days written notice to the other party.

16 Termination

- 16.1 Either party may terminate this agreement, without cause, upon giving to the other not less than 60 days' notice in writing.
- 16.2 This agreement will terminate with immediate effect, by either party giving written notice to the other party, if any of the following events occur:
- 16.2.1 Any officer or employee of the other party is, guilty of malpractice or misconduct that will materially affect in any way the ability to transact general insurance;
 - 16.2.2 The other party breaches any term of this agreement, which cannot be rectified;
 - 16.2.3 The other party breaches any term of this agreement that is capable of being rectified and the party fails to rectify the breach within 14 days of written notice from the other party requiring it to rectify the breach;
 - 16.2.4 The other party enters into any composition or arrangement with its creditors, has a receiver, a receiver and manager or an administrator appointed to it, or is the subject of any resolution or petition for winding up (other than for the purpose of amalgamation or reconstruction while solvent) or becomes bankrupt;

- 16.2.5 The other party is subject to a change in its effective shareholding existing at the time of signing this agreement (whether occurring at one time or through a series of transfers or issues) altering the effective control of that party and the new controlling person(s) or entity is a direct or indirect competitor of the other party.
- 16.2.6 The other party fails to hold any authority or licence that allows it to carry on the business covered by this agreement or such authority or licence is altered in such a manner as materially affects in any way the ability to transact general insurance or any activity contemplated in this agreement.
- 16.3 Termination of this agreement will not prejudice the rights of either party in connection with anything that occurred between them before its termination.
- 16.4 Termination of this agreement will not affect any rights of a party under any provisions of this agreement that are expressed, or by necessary intendment are intended, to survive termination.
- 16.5 As soon as practicable after termination of this agreement and, in any event, within 90 days:
 - 16.5.1 each party must pay all money owed to the other, if any, after considering any adjustments required; and
 - 16.5.2 the Broker must return to the Insurer (at its expense) all documents, stationery and materials supplied by SGUA to the Broker.

17 Contact with clients

- 17.1 SGUA will not, and will ensure that the Insurer does not, contact any client of the Broker who is insured with, or who has been insured with the Insurer during the term of this agreement other than for the following reasons:
 - 17.1.1 Promoting, marketing and selling its services or products to the general public or to groups of persons who are members of a specific industry, association, profession, club or ethnic community provided that in doing so it does not target any client of the Broker specifically.
 - 17.1.2 Negotiating to enter into and entering into any policy of insurance with any client of the Broker who approaches SGUA or Insurer directly or who is represented by another insurance intermediary;
 - 17.1.3 Making any direct approach to any client in the following circumstances:
 - (a) prior to and after termination of this agreement, where SGUA or the Insurer are required to do so by law, but this does not apply to the provision of notices and information required by the Insurance Contracts Act unless the Broker's client is represented by another insurance intermediary;
 - (b) where the Broker's client makes a claim under a policy of insurance, the Insurer may deal with the client in relation to that claim;

- (c) where the Broker's client directly requests SGUA Agency or the Insurer to do something; or
- (d) where the Broker has not provided or has not agreed to provide to the client any of the relevant notices and information required by the Insurance Contracts Act or other law to be provided by SGUA or the Insurer;

17.1.4 Approaching any client with the written consent of the Broker;

17.1.5 With respect to any workers compensation policy, where necessary to meet obligations under any workers compensation legislation or the terms of industry codes of conduct.

17.2 This clause survives termination.

18 Notices and change of address

18.1 Any notice under this agreement must be in writing and if sent to the last known address, facsimile number, or e-mail address of the party, is deemed to be received:

18.1.1 when it is left at the relevant address, if delivered by hand;

18.1.2 three business days after the date of posting, if posted;

18.1.3 the date on which the e-mail is received in a readable form, if sent by e-mail to the recipient's e-mail address; or

18.1.4 on the next succeeding business day, if received or deemed to be received on a day which is not a business day.

18.2 Each of the parties will give notice to the other of any change of address, telephone and e-mail address as soon as practicable after such change.

19 Relevant law

19.1 This agreement is governed by the laws of the State of Western Australia.

20 Interpretation

20.1 In this agreement:

20.1.1 **Base Premium** means the amount charged to a policyholder by the Insurer for general insurance excluding fire service levies, stamp duty, GST and other government and statutory levies and charges.

20.1.2 **Confidential Information** means all information, data, practices and techniques relating to a party, or a related body corporate, customers, competitors, business, operations, strategies, computer systems, marketing systems and intellectual property or other property of which

the other party becomes aware in negotiating or performing this agreement and the terms of this agreement and arranging or issuing policies of insurance.

Confidential Information does not include information that is in the public domain or later comes into the public domain (unless it came into the public domain by a breach of confidentiality of this agreement).

Confidential information does not include the commission rates set out in Schedule 1.

- 20.1.3 **Corporations Act** means the Corporations Act 2001 (Cth).
- 20.1.4 **Insurance Contracts Act** means the *Insurance Contracts Act 1984 (Cth)*.
- 20.1.5 **Insurer** means an insurer included in the list of insurers in Schedule 3.
- 20.1.6 **Legal requirements** means any requirements or obligations under any statute, regulation or statutory instrument, including without limitation, the provisions of the *Insurance Contracts Act 1984 (Cth)*, *Corporations Act 2001 (Cth)*, the *Trade Practices Act 1974 (Cth)*, and the *Privacy Act 1988 (Cth)*.
- 20.1.7 **Platform** means the SGUA insurance policy administration system and broker portal.
- 20.1.8 **Premium** means the amount charged to a policyholder by the Insurer for general insurance including commission, fire service levies, stamp duty, GST and other government and statutory levies and charges.
- 20.1.9 **Net premium** means the Premium less commission calculated in accordance with clause 4.1.
- 20.1.10 A reference to a schedule of this agreement is a reference to the terms of the schedule as amended by SGUA in accordance with this agreement.
- 20.1.11 A reference to an Act (or any provision of an Act) includes any subsequent amendment or its replacement by a corresponding enactment in force from time to time.
- 20.1.12 A reference to the singular includes the plural.

Agreement Execution and date

Executed as an agreement.

Date: 14/11/2024

Schedule 1 – Product / Commission Rate

Product	Rate of Commission
Landlord Property Protection Plus	Standard rate of 15% unless adjusted by the Broker within a range of 0% to 20%.
Holiday Property Protection Plus	Standard rate of 15% unless adjusted by the Broker within a range of 0% to 20%.
Other products	As agreed by the parties from time to time.

Schedule 2 – Tax Invoices / RCTI's

Broker will issue tax invoices for Premium

Where SGUA makes a taxable supply of a policy of insurance (or variation) to a client of the Broker, SGUA authorises the Broker, and the Broker agrees, to issue any tax invoice or adjustment note required in respect of that taxable supply as an agent of SGUA.

The Broker must issue a tax invoice or adjustment note to the client no later than the earlier of the following times:

- within 28 days of a request from the recipient of the supply whether the request is directly to the Broker or passed on from SGUA; or
- 14 days after the end of the month in which the taxable supply was made or the adjustment event occurred.

The Broker is responsible to ensure that the tax invoice or adjustment note issued complies with rules for tax invoice design. The Broker will indemnify SGUA for any fines, penalties or other costs incurred as a result of the Broker failing to issue complying documentation.

The Broker is responsible to ensure that all amounts disclosed in the tax invoice or adjustment note issued to the client are the same amounts included in the closing forwarded to SGUA. The Broker will indemnify SGUA for any fines, penalties or other costs incurred as a result of the Broker failing to provide SGUA with matching documentation.

SGUA and the Broker each agree they are GST registered when entering into this agreement and will notify the other party if they cease to be registered.

SGUA agrees to notify the Broker if it ceases to satisfy any of the requirements for issuing tax invoices.

The Broker agrees to notify SGUA if it ceases to satisfy any of the requirements for issuing tax invoices.

The Broker agrees that as agent of SGUA for the purposes set above, it will indemnify SGUA and keep SGUA indemnified for any liability for GST, or any related penalty or loss relating to GST that may arise from an understatement of the GST payable on any supply for which the Broker has issued a tax invoice.

SGUA will issue RCTIs to the Broker for commissions

SGUA will issue a monthly recipient created tax invoice (**RCTI**) in relation to the commission within 14 days after the end of the previous month. SGUA shall have the right to incorporate into an RCTI any related adjustment note.

After the date of this agreement, the Broker agrees that it shall not issue a tax invoice or adjustment note for any supply to SGUA in respect of which SGUA has issued or will issue an RCTI.

If SGUA will not issue an RCTI for a supply and SGUA informs the Broker that it will not issue an RCTI, the Broker agrees to issue a tax invoice to SGUA in respect of that supply within 28 days of receiving notice from SGUA.

Either party may terminate the right of SGUA to issue RCTIs and adjustment notes by giving the other party not less than 60 days' notice in writing.

SGUA agrees not to issue a document that would otherwise be an RCTI on or after the date when SGUA becomes aware that any of the requirements in the A New Tax System (Goods and Services Tax) Act, Classes of Recipient Created Tax Invoice Determination (No. 1) 2000 or the requirements of any other determination with respect to RCTIs in force from time to time are not met.

SGUA releases and indemnifies the Broker against all loss, damage, liability, actions, claims and demands (including the cost of defending or settling any action, claim or demand) suffered by the Broker arising out of SGUA's understatement on a RCTI of the GST payable on any specified supply for which it issues an RCTI, unless the understatement was as a result of a misrepresentation by the Broker.

The Broker agrees and acknowledges that from the date of this agreement, the Broker:

- is, and will at all times be, registered under the GST Law for GST;
- has and will at all times maintain an ABN; and
- will give SGUA not less than 30 days written notice if the Insurance Broker intends to cancel or after its circumstances so that it is no longer entitled to registration for GST under the GST Law and/or have an ABN.

The Broker will notify SGUA in writing immediately if the Broker:

- ceases to be registered for GST under the GST Law;
- ceases to have an ABN; or
- registration under the GST Law or the Broker's right to an ABN is revoked, withdrawn, suspended, limited, or made conditional in any way.

SGUA acknowledges that it is registered for GST under the GST Law and has an ABN and that it will notify the Broker if it ceases to be so registered or to have an ABN.

This agreement to issue RCTIs will terminate immediately if the either party ceases to be registered under the GST Law or have an ABN.

Schedule 3 – Product Insurer Details

Product	Insurer
Landlord Property Protection Plus	Certain Underwriters at Lloyd’s
Holiday Property Protection Plus	Certain Underwriters at Lloyd’s
Other products	As agreed by the parties from time to time.

Schedule 4 – SGUA Portal Terms of Use

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 SGUA (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. Set up, Access, and Scope of use

- 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 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:
- keep any information which you have access to secure and confidential and;
 - only use the information for your company's internal business purposes;
 - 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. Use of SGUA Portal

- 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 both 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:
- protect information accessed through the SGUA Portal by an unauthorised user;
 - 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 1300 697 482 | 08 6381 7100 or emailing 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:

- 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;
 - we are not responsible for or liable to you for any damage or loss caused by a software virus or other malicious code;
 - 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;
 - 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:
- a. 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).
 - b. Privacy Policy:** it will have in place and maintain an up to date 'Privacy Policy' in compliance with the Privacy Act 1988 (Cth); and
 - c. 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:

MAIL	PO BOX 8022 Cloisters Square PO WA 6850
PHONE	1300 697 482
EMAIL	insurance@sgua.com.au