

RULEBOOK TERMS OF USE

1 GENERAL

- 1.1 By accessing and using the Online Resources and/or online quotation tool (including any linked pages) (**Online Resources**) you agree to be bound by the following terms of use (**Terms**). If you do not agree to these Terms, do not use these Online Resources.
- 1.2 The Online Resources are owned and operated by Liberty Specialty Markets a trading name of Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) incorporated in Massachusetts, USA (the liability of members is limited); Liberty Specialty Markets Hong Kong Limited (No. 2400200); Liberty Specialty Markets Singapore Pte Limited (UEN 201538069C); and Liberty Specialty Markets Singapore Pte Limited, Labuan Branch (Company No. LF12903) (together "**Liberty**"). Liberty is part of the Liberty Mutual Group.
- 1.3 Liberty is an insurer authorised by the relevant regulator in the jurisdiction in which it operates) to carry on general insurance business:
- (a) In Australia, the regulator is the Australian Prudential Regulation Authority (APRA)
 - (b) In Singapore, the regulator is the Monetary Authority of Singapore (MAS)
 - (c) In Hong Kong, the regulator is the Insurance Authority (IA)
 - (d) In Malaysia, the regulator is the Labuan Financial Services Authority (LFSA)
- 1.4 The expressions "you", "your" and "yours" when used herein include any company or business with which you are associated and on behalf of which you use the Online Resources.
- 1.5 "Applicable law" is the law of the country in which the Liberty entity is incorporated and/or authorised to carry out insurance business. In the case of Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) the applicable law is New South Wales, Australia.
- 1.6 Liberty reserves the right to change these Terms at any time. Amendments will take effect when posted on the Online Resources.

2 AUTHORITY

- 2.2 When you use the Online Resources, you warrant that:
- (a) you are a General Insurance Broker authorised by the regulatory body appropriate to your place of incorporation and registration to conduct insurance broking and associated administrative activities;
 - (b) you have current and valid authority to act as agent for the individual or company for which you are seeking a quote and/or a contract of insurance from the Online Resources; and
 - (c) the individual or company for which you are seeking a quote and/or a contract of insurance is located in a jurisdiction in which you have authority to conduct business.

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3 INSURANCE

- 3.1 All insurance is subject to the full terms, conditions, limitations and exclusions contained in the policy provided when the insurance is issued.

4 ACCEPTABLE USE

Responsibility for Usernames and Use of The Online Resources

- 4.1 You are responsible for your access to and use of the Online Resources through your allocated username and password, provided to you in connection with your employment at the time of allocation. If you are no longer employed by the entity who employed you at the time of allocation, you must not use the Online Resources until your access credentials are altered upon notification to Liberty.
- 4.2 You are responsible for any unauthorised access to the Online Resources resulting out of any delay in requesting Liberty to update or change your allocated username and password.
- 4.3 You must comply with all applicable laws and regulatory requirements that relate to the use of, or any services offered on, the Online Resources, including any laws relating to the transfer of personal data. By using the Online Resources, you acknowledge that you have obtained the appropriate consent from any individual or business before supplying that information to Liberty through the Online Resources. You acknowledge that Liberty may collect the personal information and business information you provide Liberty through the Online Resources and Liberty may disclose the individual's personal information or business information to its employees and related entities and service providers.

Security

- 4.4 It is your responsibility to protect client information when you use the Online Resources by:
- (a) ensuring your computer has up-to-date anti-virus software and internet security protection programs in place;
 - (b) never disclosing your website access credentials to anyone including other employees of, or contractor engaged by, your organisation or any Liberty representative; and
 - (c) reporting any anomalies arising or in connection with your use of the Online Resources to your Liberty Relationship Manager as soon as possible.
- 4.5 When you use the Online Resources or access information, a Secure Socket Layer (**SSL**) is used. SSL encrypts the information you send through the Online Resources. If you would like further information from Liberty about this, please contact your Liberty Relationship Manager.

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- 4.6 Liberty accepts no liability in respect of unauthorised access to the information you provide when you use the Online Resources.

5 RESTRICTIONS ON USE

- 5.1 You agree that you will not:

- (a) send any material that could be considered harmful, obscene, indecent, lewd, or otherwise objectionable;
- (b) falsely misrepresent your identity or affiliation in any way;
- (c) modify, distribute, transmit, communicate, or publish any content on the Online Resources; or
- (d) use any data mining, robots, or similar data gathering and extraction methods from the Online Resources.

- 5.2 Any unauthorised use of the Online Resources may result in suspension or refusal of access to or use of the Online Resources.

6 COLLECTION AND USE OF INFORMATION

What information does Liberty collect when you interact with Liberty online?

Browsing the Online Resources

- 6.1 For statistical and maintenance purposes, Liberty tracks users of, and visitors to, its various Online Resources (including websites and quotation tools). Liberty does this so we can continually evaluate the performance of such Online Resources. Liberty also tracks user transactions, for example, where a user makes a submission, requests a quote or seeks to bind a policy. The information collected includes:
- (a) the number of users visiting the Online Resources and the number of pages viewed;
 - (b) the date and time the user visits the Online Resources;
 - (c) the path taken through the Online Resources; and
 - (d) all details related to your browser type.

Enquiries, Notes and Requests

- 6.2 Liberty collects any information submitted through its Online Resources when making an enquiry, submitting notes or any request. Liberty may ask for personal information relating to its products or services or for contact purposes. Any information provided to Liberty through these forms is used for the purposes outlined.

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Privacy

- 6.3 When you transact with Liberty through the Online Resources, our commitment to the protection and privacy of your personal information is a priority. This means handling your personal information in a responsible manner in accordance with the privacy and data protection laws of the jurisdiction in which Liberty carries on business. If you are providing personal information to Liberty on behalf of another individual, Liberty relies on you to provide Liberty's Privacy Notice to them. If you have not done this, you must tell us before you provide the relevant data.
- 6.4 Liberty's Privacy Policy can further explain how Liberty may collect, use and disclose any information that you may provide via the Online Resources. If you have any enquiries, concerns or complaints about your privacy rights, the information practices of the Online Resources, potential breaches, access to and correction of your personal information Liberty holds, or other privacy matters related to the Online Resources, please direct them to Liberty's Privacy Officer, at privacy.officer.ap@libertyglobalgroup.com.

7 DISCLAIMERS AND LIMITATION

Warranty disclaimer

- 7.1 To the extent permitted under applicable law, the Online Resources is provided "as is" and "as available" and without warranties of any kind. To the fullest extent permissible under applicable law, Liberty specifically disclaims all warranties, directly or indirectly, express or implied, arising from or in connection with services provided on, or accessible from the Online Resources. Without limitation, Liberty expressly disclaims the warranties of merchantability, fitness for a particular purpose, and non-infringement. If, under applicable law, Liberty is not permitted to exclude such provisions but is entitled to limit its liability, then Liberty limits its liability to the maximum extent permitted under applicable law.
- 7.2 Liberty makes no representation or warranty whatsoever regarding the completeness, accuracy, correctness, integrity, reliability, currency, adequacy, suitability, functionality, availability, or operation of the Online Resources or the content or services provided on, or accessible from, the Online Resources. Liberty does not warrant that the operation of the Online Resources will be uninterrupted or error-free, that defects will be corrected, or that the Online Resources or the server that makes it available are free of viruses or other harmful components.
- 7.3 Liberty assumes no responsibility, and shall not be liable for, any damages to your computer equipment or other property as a result of your access to, use or browsing of the Online Resources or your downloading of any materials, data, text, images, video, or audio from the Online Resources or which may be sustained in connection with any failure of performance, error, omission, interruption, defect, computer virus, delay in operation or transmission, or line or system failure.

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Limitation of Liability

- 7.4 To the fullest extent permitted under applicable law, in no event will Liberty or its related companies and associated entities be liable for any direct, indirect, special, incidental, exemplary, punitive or consequential damages arising out of or in connection with the use or inability to use the Online Resources (or the content or services provided on, or accessible from, the Online Resources), or otherwise, even if Liberty has been advised on the possibility of such damages. Neither Liberty, nor its related companies, will be liable for the completeness, accuracy, correctness, integrity, reliability, currency, adequacy, or suitability of the content or services provided on, or accessible from, the Online Resources.
- 7.5 You will indemnify Liberty and keep it fully indemnified against all liabilities, losses, actions, claims, proceedings, costs and damages (including any damages or compensation paid by Liberty on the advice of its legal advisers to compromise or settle any claim) and all legal costs or other expenses arising from your breach of these Terms or out of or in the course of any claim by a third party based on any facts which if substantiated would constitute such a breach of these terms.

External Sites

- 7.6 Within the Online Resources, you may see links or references to other Websites (External Sites). When you click on one of those links, you may be transferred to another website that is not under Liberty's control. Liberty is not required to maintain or update the links. Liberty does not endorse, and is not responsible for, the content (including software downloads), performance, accessibility, and privacy practices of any External Sites linked to the Online Resources. The External Sites are for reference only. Liberty encourages you to read the copyright, privacy and other legal statements including terms of use of these External Sites as their policies may differ from ours. You are solely responsible for any interaction you may have with such External Sites.
- 7.7 Liberty makes no warranties and accepts no liability in relation to material contained on External Sites.

8 COPYRIGHT

- 8.1 Liberty reserves all copyright in the content and design of the Online Resources.
- 8.2 You may make a temporary copy of part or all of the Online Resources for the sole purpose of viewing it, and print a copy for personal use.
- 8.3 You must not otherwise reproduce, adapt, store, transmit, print, display, publish or create derivative works from any part of the content or design of the Online Resources except with Liberty's prior written consent or as permitted by applicable copyright legislation.

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9 COOKIES

- 9.1 The Online Resources uses "cookie" technology to assist in identifying registered users and delivering contents specific to your interest. Cookies are pieces of information stored on an individual's computer and are used for customising site information to improve user experience and for tracking user navigation.
- 9.2 If you do not wish information to be gathered on a cookie you should disable the acceptance of cookies by your web browser. Your Internet Service Provider may be able to assist you with this.

10 GOVERNING LAW AND FORUM

- 10.1 These Terms shall be governed by and construed in accordance with applicable law being the laws of the country in which the policy issuing Liberty entity carries on business without giving effect to any principles of conflicts of law. If any provision of these Terms are found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Any controversy or dispute will be submitted, and by using the Online Resources you are deemed irrevocably to consent, to the personal jurisdiction of the courts of the applicable law.
- 10.2 No failure or delay by Liberty in exercising any right or remedy provided by law under or pursuant to these Terms shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude our exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- 11 Liberty's rights and remedies under or pursuant to these Terms are cumulative, may be exercised as often as Liberty considers appropriate and are in addition to Liberty's rights and remedies under general law.

