

Australian Insurance Builders Network

Terms and Conditions

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Please carefully read these terms and conditions before using the aibn.com.au website. If you do not agree to these terms and conditions, please do not use the aibn.com.au website. 8king Investments Pty Limited reserves the right to modify and update these terms and conditions at any time. Your continued use of the aibn.com.au website signifies your acceptance of the updated terms and conditions.

User Submissions

General Terms:

When using the aibn.com.au Web Site, it is a requirement that all content and information that you submit, including advertisements, photos, and designs, are either your own works or have been obtained with the permission of the rightful owner. By submitting any information or content to the aibn.com.au Web Site, you grant us, or warrant that the owner of such information has granted us, a non-exclusive, royalty-free, worldwide, perpetual, and irrevocable license to use, reproduce, create derivative works from, modify, publish, translate, distribute, perform, display, and communicate your information or content as part of other works, in any form of media or technology now known or later developed.

You also warrant that any and all information you submit and post on the aibn.com.au Web Site:

- Complies with all applicable laws and regulations.

- Does not infringe on any intellectual property rights, such as copyright or trademarks, of any person.

- Is not misleading, deceptive, or likely to mislead or deceive.

- Does not violate any privacy laws, regulations, or confidentiality restrictions.

- Is true, complete, and correct in all regards.

User Ratings

From time to time, the aibn.com.au Web Site may allow its users who have engaged with a trade contractor through the platform to rate their experience with said contractor. We make efforts to verify that the feedback provided comes from users who have engaged with the trade contractor through the aibn.com.au Web Site. However, the content of such feedback solely reflects the opinion of the user and should not be interpreted as an endorsement or recommendation by 8king Investments Pty Limited. The user ratings are a compilation of user feedback and are not to be considered as a representation of the services provided by the trade contractors.

Copyright in Reviews and Comments

By submitting any original content such as comments, forum posts, public messages, reviews, ratings, and inspiration boards on the aibn.com.au Web Site, you grant to us a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, and display the content in any form or media. You acknowledge and agree that your submission of original content constitutes your assignment of all present and future rights in the content to us. You also authorize us to use the content in any manner we choose, including a way that may be considered an infringement of your moral rights in the content. Registering an account on the aibn.com.au Web Site constitutes your acceptance of these Terms and Conditions. Note that these provisions apply regardless of whether you choose to create an account on the aibn.com.au Web Site.

Review of submissions

This section of the terms and conditions outlines the review and moderation of user submissions on the aibn.com.au website. The site reserves the right to review, modify or delete any files or public messages uploaded or sent by users without notice, and files uploaded to a bulletin board must adhere to posted limitations on usage. The site also reminds users that any personally identifiable information they choose to share on the site may be used by third parties, which is beyond the site's control. Finally, the section mentions that users must not post any information that is libelous, defamatory, obscene, offensive, sexually explicit, fraudulent, false, unlawful, or contrary to the ownership or intellectual property rights of any other person. Additionally, users must not post any code that is contaminating or destructive to the site's files or its users' files. If the site determines that a user has engaged in conduct that violates any law or the terms and conditions, it may deny the user access to the site or cancel their service account without notice, and the site will not be liable for any loss of profit or business opportunity that may result.

Copyright and TradeMarks

The aibn.com.au website, including all trademarks, text, images, audio, and video files, is proprietary to us or our content providers and is protected by copyright laws. The aibn.com.au website is intended for personal, non-commercial use only. Without our express written permission or the permission of the relevant copyright owner, you may not reproduce, modify, copy, distribute, transmit, communicate, display, publish, or use any material contained in the aibn.com.au website and/or our e-newsletters. The information or content on the aibn.com.au website may not be used for commercial purposes or to establish, operate, or maintain your own product or service offering.

In the event of a violation of this provision, you acknowledge that such breach may cause damage to us which cannot be adequately remedied by damages, and that we may seek injunctive relief against you if you breach or act in a way that threatens to breach this provision.

Disclaimer of Liability

Under the Australian Consumer Law, you are entitled to certain guarantees in relation to the supply of the aibn.com.au Web Site that cannot be excluded, restricted, or modified (Consumer Guarantees). Our liability for failing to comply with a Consumer Guarantee is limited, to the extent permitted by law, to:

In the case of goods supplied to you: the replacement of the goods, the supply of equivalent goods, the repair of the goods, or the payment of the cost for such replacement or repair.

In the case of services supplied to you: the supply of the services again or the payment of the cost for the services to be supplied again.

Subject to the Consumer Guarantees, the aibn.com.au Web Site is provided “as is” and without any warranties, either express or implied, including, but not limited to:

Any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

Any warranties arising from the course of dealing or custom of trade.

We make no representation or warranty regarding the accuracy, completeness, reliability, appropriateness, or timeliness of any content of the aibn.com.au Web Site. We also do not guarantee that your access to and use of the aibn.com.au Web Site will be uninterrupted, secure, error-free, free from viruses or unauthorized code or other harmful components.

We reserve the right to discontinue operating the aibn.com.au Web Site at any time without notice.

Use of the aibn.com.au Website

Your use of the aibn.com.au Website is at your own risk and responsibility, except as required by the Consumer Guarantees. It is your responsibility to take all necessary and advisable precautions to protect yourself from any claims, damages, losses, or hazards that may arise from your use of the aibn.com.au Website.

We, as well as any other parties involved in creating, producing, or delivering the aibn.com.au Website, our e-newsletters, or any materials contained therein, do not assume any liability or responsibility for the accuracy, completeness, appropriateness, reliability, or timeliness of any information provided on the website. To the extent permitted by law, none of us shall be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use of, or inability to use, the aibn.com.au Website.

You are prohibited from using any means to automatically search for or mine data from the aibn.com.au Website or to interfere or attempt to interfere with the proper operation of the website. Additionally, you agree not to take any actions that would impose an unreasonable burden on the website's infrastructure or that would otherwise tamper with or interfere with the aibn.com.au Website, our systems, data, or those of any third party accessed via the website.

Disclaimer

The information provided on aibn.com.au and its e-newsletters is intended to be valuable and accurate, but it is possible for errors to occur. We and any other parties involved in the preparation of the material do not guarantee the accuracy or completeness of the information, and we assume no responsibility for any errors, omissions, or results obtained from using the material. Confirm the information with other sources before using it.

The information should not be taken as professional advice. We do not examine, determine, or warrant the credentials, competence, solvency, or information of any professional or facility listed in our directories, and we rely on these entities to provide accurate information. The use of our directories to locate a professional or facility is voluntary and we are not liable for damages that result from the selection of a professional or facility or the services they provide. Check the certification and/or licensing of any professional or service provider before retaining them.

The aibn.com.au website may contain links to third-party sites. We are not responsible for the contents of these sites or any changes or updates to them. The appearance of a product, service, or

website link on aibn.com.au does not imply endorsement or approval by us, and we disclaim all liability for any products, services, or website links.

As a client or trade contractor, you agree and acknowledge the following:

The services, including repairs, are provided by trade contractors or other third-party providers who are independent entities and not employed or agents of aibn.

Any agreement for the services is between you and the trade contractor only.

The services may also be subject to terms and conditions between you and the trade contractor or other third-party provider.

Your use of the aibn website, including booking jobs or services, is subject to aibn's terms and conditions, which include the disclaimers, limitations of liability, and indemnities outlined.

Aibn has no obligation to deliver the services and accepts no liability for them except as required by law. The Australian Consumer Law and Consumer Guarantees remain in full force and effect.

Privacy

Aibn collects personal information for the purpose of establishing and verifying business listings. This information may be disclosed to third-party agents, contractors, service providers, and suppliers, and regulatory authorities as required. Activation of your business listing is contingent upon the provision of this information. Aibn will handle your personal information in accordance with its Privacy Policy, which is available at <https://aibn.com.au/privacy-policy/>. Aibn may use your personal information for promotional, marketing, publicity, research, and profiling purposes for an indefinite period unless otherwise advised. You can request to opt out, access, update, or correct your personal information by contacting aibn. If you have any complaints regarding the treatment of your personal information, please refer to the Privacy Policy.

Registration Requirements

To gain access to the full range of services offered on aibn.com.au, it is mandatory to register and create a service account. To register, kindly follow the instructions under the "Join Now" section on the website.

Activation and Confirmation: Upon successful registration, one of our sales representatives will reach out to you to verify your registration details. Following this verification, your business listing will be activated and a unique link will be sent to you via email to create your business profile. This profile will serve as the primary reference for all client referrals in the future.

Termination of Service Account: You may choose to close your service account at any time, however, you will still be held accountable for any obligations related to your service account even after termination. The provisions under the sections of "Copyright and Trademarks," "General Disclaimer," "Disclaimer," "Indemnification," "Waiver," "Release and Limitation of Liability," and "Third Party Rights," along with the first paragraph of the section "User Submissions," will remain in effect even after the closure of your service account."

Rates & Payment Terms

The applicant is responsible for paying the rates specified in the application form provided by AIBN, which may be amended periodically. The rates include the cost of the business listing and any applicable goods and services tax (GST). Upon receipt of payment, AIBN will issue a tax invoice to the applicant, which must be settled via credit card before the business listing is activated for a period of 12 months from the date of payment.

In the event of non-payment, AIBN reserves the right to impose interest on outstanding amounts, cancel any pending business listings, exercise any legal rights, and charge any debt collection or legal fees.

Recurring Transaction Payments

By agreeing to these terms, the applicant authorizes AIBN to automatically charge the applicant's credit card annually for the selected services as specified on the application form. The charges will be processed on the registration anniversary date or within 14 days after, and the applicant agrees to have sufficient funds available on the designated date. AIBN reserves the right to impose an administrative fee for any declined payments.

The agreed rate for the selected services will be the rate in effect at the time of the execution of this agreement. AIBN will keep all customer records and account details confidential, except in the event of a debit item dispute or similar circumstance, where the customer has provided prior consent for the release of such information.

The applicant agrees that the authorization for recurring transactions remains in force until written notification of cancellation is received by AIBN, in accordance with the established cancellation process. AIBN will make efforts to re-process unsuccessful payments as directed by the applicant.

Cancellation Policy (Cooling-Off-Period):

During the seven days commencing on the first day of the Initial Term, and seven days commencing on the first day of each Renewed Term of this Agreement (each a Cooling-off Period), you may cancel this Agreement by providing notice to us and we will refund you any fees you have paid in respect of the corresponding Term of the Agreement.

However, if you accept a Referral during a Cooling-off Period, you acknowledge that you waive your right to cancel the Agreement during that Cooling-off Period and will not be entitled to any refund of fees you have paid in respect of that Term of the Agreement.

Additionally, if you create and sign off on a business listing approving AIBN to publish it on our website during the Cooling Off Period, you revoke your right to cancel or obtain a refund during the corresponding Cooling Off Period.

Please be aware of these conditions before creating and approving your business listing for publication on our website.

To exercise your cooling-off rights, you may provide notice to us by contacting us via any means, including by sending such notice to cancellations@aibn.com.au.

We reserve the right to modify this cancellation policy at any time. Any changes to the policy will be posted on our website and will be effective immediately upon posting

Cancellation of Business Listing

The cancellation of a business listing must be communicated in writing prior to the date of renewal. Requests for cancellation can be sent via email to cancellations@aibn.com.au or by mail to 11/11-13 Pearl Street, Kingscliff NSW 2487, Australia. Failure to submit a cancellation request prior to the automatic renewal date will result in automatic processing of payment by AIBN's payment processor.

Business Listing Requirements

The Business Listing submitted must adhere to the following requirements:

- (a) Be in accordance with AIBN's guidelines as outlined in these Terms and Conditions;
- (b) Be truthful and not deceptive;

(c) Not infringe upon any federal or state laws, including the Competition and Consumer Act 2010 (Cth) and any laws related to trade promotions;

(d) Not violate any third-party intellectual property rights, including copyrights, trademarks, and moral rights;

(e) Not breach any other proprietary rights, such as copyrights, trademarks, and moral rights.

AIBN reserves the right to reject any Business Listing that fails to meet these submission requirements.

Indemnification

You agree to hold harmless, defend and indemnify AIBN and its officers, directors, employees, agents, information providers, partners, advertisers, licensors, and suppliers from and against any and all losses, expenses, damages, and costs, including reasonable attorneys' fees, arising from any violation of these Terms and Conditions or any activity related to your service account (including infringement of third-party intellectual property rights anywhere in the world or any negligent or wrongful conduct) by you or any other person accessing the aibn.com.au Web Site using your service account. This indemnification does not apply to instances where AIBN acted negligently or engaged in wilful misconduct.

Waiver, Release, and Limitation of Liability

You understand and agree that, to the extent allowed by law, we and our officers, directors, employees, agents, information providers, partners, advertisers, licensors, and suppliers shall not be liable for any damages or losses incurred in connection with the use of the aibn.com.au website. This waiver applies unless the damages arise from our negligence or wilful misconduct.

Our liability in the event of a breach of any term or condition specified by law, including Consumer Guarantees, shall be limited to the maximum extent permitted by law and shall be limited to either the re-supply of the relevant services or the payment of the cost of re-supplying the services.

The total liability of us and our affiliates, in the event of any loss or damage arising from the use of the aibn.com.au website, shall not exceed the greater of the fees paid by you for the service or AUD\$500. We and our affiliates shall not be held liable for any indirect, special, incidental, consequential, or punitive damages, even if we have been advised of the possibility of such damages.

In the event of a failure or interruption of the aibn.com.au website or any errors or omissions in the information provided, we and our affiliates, directors, officers, employees, or third-party vendors shall not be liable or responsible for any resulting loss or damage, unless we acted negligently or engaged in wilful misconduct. Consumer Guarantees are an exception to this limitation of liability.

Third Party Rights

The Indemnification and Waiver, Release, and Limitation of Liability provisions are for the benefit of AIBN and its officers, directors, employees, agents, partners, advertisers, information providers, licensors, and suppliers. These individuals and entities are entitled to directly enforce these provisions against you on their own behalf.

Miscellaneous Provisions

The editorial content and presentation of the aibn.com.au Web Site and its e-newsletters are not influenced by advertisers or sponsors.

You are not permitted to assign or transfer any rights or obligations under these Terms and Conditions without our prior written approval.

These Terms and Conditions establish an independent contractor relationship between you and us and do not establish a partnership, joint venture, or principal-agent relationship.

We will communicate any legal notices or service account information to the email address you have provided. Please ensure that your email address is accurate and updated at all times. Your primary mode of communication with us should be through the "Contact Us" section of the aibn.com.au Web Site. Any formal notices or communications should be sent to the postal address listed at the beginning of these Terms and Conditions. An email or facsimile notice will be deemed received 24 hours after it has been sent, regardless of whether it has been read. Postal notices will be deemed received 3 days after mailing (7 days if sent to or from outside Australia).

If any clause or provision of these Terms and Conditions is determined to be illegal, invalid, unenforceable, or capable of termination, it will be interpreted to the extent feasible to make it enforceable. If no feasible interpretation can be made, it will be severed from the rest of these Terms and Conditions without affecting the enforceability of all other clauses and provisions.

These Terms and Conditions are governed by the laws of New South Wales, Australia.

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