



Motor Owners Mutual Limited ACN: 663 390 930

Our Terms and Conditions

About Motor Owners Mutual and our Online Services

Motor Owners Mutual Limited ACN 663 390 930 (“**Motor Owners Mutual**”, “**mutual**”, “**we**”, “**us**” or “**our**”) owns and operates this portal (“**member portal**”). The member portal is owned and operated for the benefit of the members of Motor Owners Mutual. The member portal and the text, data, information, images, graphics, advertisements, get up, software, or any other materials within the member portal (“**content**”) are the property of Motor Owners Mutual and any third-party licensor.

Motor Owners Mutual offers a range of products and services to its members including protection products. All protection products are miscellaneous financial risk products issued by the mutual pursuant to an intermediary authorisation with Cire Solutions Pty Ltd ACN 602 797 848, AFSL No. 514449. Protection products that you purchase have their own Terms and Conditions and they are contained within the documents accessed through the portal. Each of the Combined Financial Services Guide, Product Disclosure Statement and Protection Wording (“**Disclosure Documents**”) or any supplementary disclosure document that may be issued from time to time can be accessed and viewed in the portal. The Disclosure Documents can also be downloaded for future reference.

Online Terms and Conditions

The Terms and Conditions, in addition to any other disclaimers and notices that may be contained on the member portal, are known as the “Terms and Conditions”. You should read these carefully as these Terms and Conditions govern your access to and use of our member portal and its content as a member of Motor Owners Mutual.

By accessing and using the member portal, you agree to be bound by these Terms and Conditions. Should you refuse to accept these Terms and Conditions, you must advise us and immediately cease accessing and using the member portal.

The following Terms and Conditions will assist you in understanding how we:

- handle your personal information when you access and use the member portal and our services, including through the use of cookies,
- monitor and operate the member portal, and
- provide membership benefits and support to our members through the member portal.

The Terms and Conditions listed are the current terms and may be replaced, updated or varied at any time as a result of commercial, regulatory, legal, security reasons, or as a result of changes in the features and functions of the member portal. We will use commercially reasonable endeavours to inform you where there is a change to these Terms and Conditions using the contact details we

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hold on file for you. You acknowledge and agree that such communication includes the updated Terms and Conditions being displayed to you inside the member portal. Your continued use of our member portal after such change will be taken to be your acceptance of any new Terms and Conditions.

Eligibility

To be eligible to access and use the member portal, you must:

- a) Be an individual who is at least 18 years old; and
- b) Be a current member of Motor Owners Mutual.

Your Use of Member Portal

The member portal is provided for the purposes of:

- a) Storing and giving you access to documentation relating to your membership with us and / or any protection product documents, including but not limited to, Motor Owners Mutual's company Constitution, the Disclosure Documents for our products, and your Protection Schedule;
- b) Offering you additional benefits that may be available to you as a member of Motor Owners Mutual, e.g. roadside assistance;
- c) Sending out relevant communications, such as member update or newsletter;
- d) Undertaking any self-service transactions that may be available, such as updating contact details, changing password, etc; and
- e) Contacting us to lodge a claim or complaint or an enquiry about additional products that may be of interest to you.

Your use of the member portal must not breach any of the Terms and Conditions or be used for any purpose that violates any rights of Motor Owners Mutual or is unlawful. Through your use of our member portal, you agree that you will not:

- a) Use the member portal for any other purpose other than for the purposes of managing your membership of the mutual, communicating with us and accessing the benefits of membership;
- b) Use the member portal for any commercial purposes;
- c) Use the member portal for the purposes of impersonating a third party or to modify their data;
- d) Provide your credentials to login or access the member portal to a third party;
- e) Undertake any activity that infringes on the rights or privacy of another person;
- f) Upload any virus or malicious computer codes, files, or programs that may interrupt the member portal, limit its functionality, or destroy (in whole or in part) any data or information contained within our systems;
- g) Use the member portal for the purposes of profit or gain;
- h) Use any screen scraping, data aggregation, bots, or web automation tools for the purposes of collecting information from us;



- i) Undertake any service that places a burden on our infrastructure or engage in a distributed denial of service (“DDoS”) attack;
- j) Use any tool or undertake any activities that involves accessing the member portal for the purposes of reverse engineering, decompiling, obtaining source code, obtaining processes and formulas;
- k) Make use of any of our intellectual property other than as in accordance with these Terms and Conditions; and
- l) Do anything that may disrupt access to or ongoing functionality or restrict other members of the enjoyment and utilisation of the member portal.

We reserve the right to monitor, refuse to post, delete, retain, or disclose any information recorded on or entered into the member portal for the compliance to applicable laws, regulations, legal processes and proceedings or at the request of any regulatory and/or statutory authority.

How We Protect Our Intellectual Property and Copyright

All trademarks, names and logos, whether in the member portal or otherwise, are the property of Motor Owners Mutual or its third-party licensor. The content contained within the member portal is subject to Australian copyright laws as well as any international treaties which may apply. The content within the member portal is provided for personal reference only and may be cached on your computer. If a hard copy or extract is made, this must include any proprietary or copyright notices and is only permitted for your personal use.

The commercial or public use of the member portal is not permitted. Any content, inclusive of logos, trademarks, names or any other intellectual property, belonging to Motor Owners Mutual may not be used for commercial or trade purposes without the express permission in writing from us, or permitted under the *Copyright Act 1968* (Cth) or other applicable laws.

No other copying, reproduction, storage within any retrieval system for any period of time, publishing, alteration, transmission, or other use of the member portal, either whole or in part, is permitted without our prior permission except where necessary or incidental to the use of the member portal. Nothing provided on the member portal may be construed to grant any right to use or license to use any content, inclusive of logos, trademarks, and names, on the member portal without our prior express written permission. Links to the member portal cannot be provided without our prior express written permission, or as permitted under the *Copyright Act 1968* (Cth) or other applicable laws

If you become aware of any use of the member portal that infringes any intellectual property rights belonging to us, we ask that you notify us immediately.

Where it is determined by a Court or by us that content we or you have published in the member portal has infringed upon the intellectual property rights of a third party, or we determine acting reasonably that it is inflammatory, offensive, unlawful or presents a reasonable business risk to us, we have the absolute and unfettered right to delete or modify that content at any time.

Information You May Access on the Member Portal



Any information, suggestions, recommendations or other content provided on the member portal, including in relation to protection products and member benefits, is either factual information or is of a general nature only. Factual information may include details relating to the protection products you hold including protection schedules and other information that assists you to understand the benefits we provide.

Where recommendations, suggestions or advice are provided through the member portal or our member support centre, you understand that it is general and does not take into account any personal situation, objectives, or needs that you as the consumer of financial products may have.

Whilst we take every reasonable care to ensure the accuracy of the member portal and the information it contains and any information we provide through our member support centre, subject to the limitation of liability below and any legal responsibility we have which cannot be limited, we take no responsibility for any loss, expense, or liability which may be incurred in your use of the member portal or your reliance on the information contained within the member portal or communicated to you by the member support centre.

How We Protect Your Privacy

We value your privacy. Our Privacy Policy detailing how we handle your personal information can be accessed [here](#).

Indemnity

To the maximum extent permitted by law, you hold us harmless from and indemnify us against any liability, loss or damage or costs you incur, however caused, in connection with, either directly or indirectly, any breach in these Terms and Conditions or any other legal obligation arising from your conduct, your negligence or wrongful acts or omissions, and/or your use of our member portal.

Limitation of Liability

Motor Owners Mutual, our directors, employees, suppliers, agents, related bodies corporate, or contracted third parties are not liable for any loss or damage whatsoever resulting from the use of, or inability to use, the member portal, the transmission of any computer virus, any misrepresentation, inaccuracies, errors, faults or omissions in relation to the member portal, unauthorised access of this or any third-party links or content, any unauthorised access of your details through the member portal or otherwise, or any statements made on the member portal by us or through the member support centre (including by our mutual manager, Cire Solutions Pty Ltd and its subsidiary, Cire Support Services Pty Ltd). This includes, without limitation, incidental, consequential, and/or special damages or any loss of profit(s) in addition to any legal costs, defence or settlement as a consequence of legal proceedings.

Termination of Access

We reserve the right to suspend and / or terminate, without notice, your access to the member portal at any time. Any breaches of the Terms and Conditions will result in automatic termination



of access. If you cease to be a member of Motor Owners Mutual, your access to the member portal will be terminated.

Any licenses granted by you, your indemnity, and our limitation of liability for the use of the member portal survive the termination of your access.

Online Services Security and Member Portal Availability

We cannot provide any guarantees as to the availability of the member portal. Any transactions undertaken on the member portal are conducted on a secure internet connection, however no guarantees or warranties are provided that they are free from viruses or available at all times. Whilst we make every reasonable effort to have the member portal available, the member portal may be made unavailable from time to time without notice. The member portal is provided on an “as is” basis only.

Your acceptance of these Terms and Conditions is acknowledgement that you are responsible for the implementation of reasonable and adequate practices for online security, such as not sharing passwords with others, regular password updates and virus checks for your devices.

Applicable Law

Any disputes, proceedings or claims relating to these Terms and Conditions will be dealt with in accordance with the laws in force in Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of Victoria.

The member portal is provided for Australian residents and it is operated from Australia and no warranties and representation is made in relation to the ability to access it from any other location.

General Terms

Pricing

Unless noted specifically on the member portal, all prices are in Australian dollars and are only valid and effective in Australia for members who are Australian residents. Prices noted on the member portal are the cost of products and services which are provided to a particular member (unless stated otherwise). Members will be advised of pricing changes by email or through the member portal. We may change pricing on the member portal at our own discretion and we are not liable for any loss or damage relating to the change or from a failure to, or a delay in, provision of member benefits.

Consumer Law

Any rights and remedies available to you in terms of the Australian Competition and Consumer Act 2010 (Cth), or any similar State or Territory legislation relating to financial products and services cannot be excluded, restricted, or modified. Otherwise, we exclude all conditions and/or warranties that may be implied by law.

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Taxes

You may be required to pay taxes and/or government charges when purchasing member benefits from us. Unless stated in writing at the time of purchase, any fees and charges payable for member benefits are inclusive of Goods and Services Tax under Australian law.

Severability

Should any provision within these Terms and Conditions be deemed to be illegal, unenforceable or invalid, the invalid and/or unenforceable term will be severed or modified to the minimum extent necessary to make that part legal, enforceable and valid, and the rest of the Terms and Conditions will remain in full force and effect.

Waiver

You may not rely on any words or conduct or any delay or failure on our part to enforce or exercise any of our rights in these Terms and Conditions as representing a waiver of our right to enforce that right unless that waiver is in writing.