

Compare The Market Pty Ltd Terms & Conditions - Choosi Car and Home & Contents Insurance Web Pages

The Web Pages are hosted and managed by Compare the Market Pty Ltd ACN 117 323 378 (**CTM**) on behalf of Choosi. This document sets out the terms and conditions on which you agree with CTM that you will use these Web Pages. The meaning given to certain words used in these Terms are contained in the “Definitions” section below.

Acceptance of Terms

This document governs Your use of the Web Pages. The other terms and conditions contained in the [CTM Privacy Policy](#) and on the Web Pages also form part of CTM's agreement with You. Please read them carefully before proceeding.

Your use of and access to the Web Pages is conditional upon Your acceptance and compliance with these Terms. Your use of and access to either of the Web Pages constitutes Your agreement to be bound by these Terms. From time to time, CTM may change these Terms, without notice. Any subsequent use of or access to either of the Web Pages by You will mean that You have accepted the changes to these Terms.

If You do not agree to these Terms, You must not use or access the Web Pages.

These Terms are intended to be for the benefit of each of CTM, its Related Bodies Corporate and their respective Personnel.

The Web Pages

The Web Pages provide an information service to obtain quotes and compare certain products and services on the basis of particular criteria You may select including brand and price. The products and services quoted and compared are not representative of all the products and services available in the market. At times, not all brands may be available.

The Web Pages provide You with factual information, advertisements and links to other websites. They may also contain general recommendations about products and services and what to consider when buying. However, they contain no personal recommendations, suggestions or advice about the suitability of a product or service for You and Your needs, and do not take into account Your individual circumstances.

Before acting on the information and guidance provided by the Web Pages, You should evaluate Your own individual needs, objectives and situation and which products are suitable for You, and if necessary seek independent financial or investment advice before making a decision to acquire.

Use and Access

The Web Pages and their Content are made available only to genuine bona fide website users. The Web Pages are for website users interested in comparing for themselves, the goods and services available for ranking and comparison on the Web Pages and any other person who has our prior written consent to do so. By using either of the Web Pages You warrant that You are such a website user.

You must not use either of the Web Pages or their Content for commercial purposes (including for competitive advantage or to the competitive disadvantage of CTM, its Related Bodies Corporate or any Supplier);

- in any manner that is inconsistent with the purpose for which the Web Pages are provided;

- in any manner which is in breach of any laws; or
- in any other way which is not expressly permitted by these Terms or CTM.

Without limiting the above, You will not and will not permit a third party to:

- use or access the Web Pages or their Content in a way that infringes the intellectual property rights or other rights of any person;
- copy or disclose to any person, any Content other than as expressly permitted by these Terms;
- use any method or process (including data scraping, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repackaging the Content;
- reverse engineer, disassemble or otherwise attempt to construct or identify the Web Pages' source code, formulas or processes;
- use, access or retain any Content in any manner or form whatsoever, unless expressly permitted by these Terms;
- use systematic, repetitive or any other methods which are designed to obtain a large number of quotes, comparisons, rankings or other pricing and related information from the Web Pages;
- use, obtain or attempt to obtain from the Web Pages, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems;
- do anything which will or may damage, disrupt access to or interfere with the proper operation of the Web Pages;
- do anything which will or may place an unreasonable load on the infrastructure of the Web Pages;
- post, distribute or send any 'spamming material' or any other form of bulk communication;
- impersonate any person or entity;
- use the Web Pages to harass, defame, abuse, threaten or otherwise offend others; and
- transmit any material which contains viruses or other computer codes designed to interrupt, limit or destroy the efficient operation of the Web Pages, their software or hardware.

Disclaimer – Web Pages

Subject to these Terms, You agree that Your use of and access to the Web Pages is at Your own risk.

CTM tries to ensure that the Content (which includes information supplied by third parties) is accurate and up-to-date. Please write to CTM at the CTM Address, if You spot an error. However (to the extent permitted by law), CTM does not warrant the accuracy, adequacy or completeness of the Content, and You should not rely upon the Content as being accurate, complete or up-to-date. CTM recommends You confirm the information and results obtained on the Web Pages with the relevant Supplier.

CTM will take reasonable steps to provide a safe and reliable service. But there are some risks with using the internet. CTM does not guarantee that the Web Pages will be free from viruses. CTM accepts no responsibility for any harmful computer code that might be introduced to Your system by using the Web Pages (to the extent permitted by law).

CTM does not guarantee that access to the Web Pages will be uninterrupted, timely or secure, or that it will always operate as intended, and CTM accepts no responsibility in that regard (to the extent permitted by law).

The Web Pages, or any product or service available on them, may be changed or withdrawn at any time, without notice.

Your access to the Web Pages may be terminated at any time, without notice, for whatever reason. You must not, in any way, access the Web Pages or their Content after termination. But the disclaimers, limitation of liability and indemnity provisions in these Terms will survive the termination. Any licenses or other rights You granted to CTM will also survive termination.

Disclaimer – CTM Email

You agree that Your use of the information contained in a CTM Email is at Your own risk.

CTM does not warrant the accuracy, adequacy or completeness of the information in a CTM Email and You should not rely upon the content as being accurate, complete or up-to-date. CTM recommends You confirm the news, information and offers contained in the CTM Email with the relevant offeror(s), provider(s) and Supplier(s)

CTM does not guarantee that the CTM Email will be free from viruses. CTM accepts no responsibility for any harmful computer code that might be introduced to Your system by accessing a CTM Email (to the maximum extent permitted by law).

CTM does not guarantee that the sending of the CTM Emails will be uninterrupted or timely and CTM accepts no responsibility in that regard (to the maximum extent permitted by law).

The sending of the CTM Emails may cease at any time, without notice.

Liability and Indemnity

Except for obligations imposed by law that cannot be excluded, You agree that CTM, CTM's Related Bodies Corporate and their respective Personnel will not be liable for any Loss arising out of, as a result of or referable to the Web Pages, the Content, the use of or access to the Web Pages including (without limitation) that arising as a result of:

- any unauthorised access of or breach of security to either of the Web Pages for whatever reason;
- any error, faults, omissions, inaccuracies or misrepresentation in relation the Web Pages and their Content; and
- the transmission of any computer virus.

You agree that, to the extent permitted by law, in no circumstances whatsoever will an Indemnified Person be liable for any indirect, incidental, special or consequential Loss or damage or loss of profits however caused.

To the extent permitted by law, You agree to indemnify and keep indemnified each Indemnified Person against all actions or claims which may be brought against each Indemnified Person by any person and all Loss suffered or incurred as a result of:

- Your breach of these Terms;
- Your breach of any other legal obligation or law;
- Your acts or omissions;
- Your use of the information contained in a CTM Email; and
- Your use of and access to the Web Pages.

Jurisdiction

The information on the Web Pages is provided for Australian residents only. The law applicable in the state of Queensland, Australia will apply to these Terms, use of the Web Pages and the resolution of any disputes arising from access to and use of the Web Pages. You and CTM submit to the exclusive jurisdiction of the court and tribunals of the state of Queensland.

Vehicle Information

Automotive Data Services Pty Ltd (Red Book) has prepared this data and valuations from information gathered from a variety of sources. Whilst all care is taken in producing the data and valuations, Red Book cannot guarantee or make any representations regarding the use of, or reliance, on it. Red Book is not responsible for all the information provided to it and You should not rely on the data or valuations without making Your own independent assessment of the vehicle and other sources of information. Red Book is not liable for any loss or damages (other than in respect of any liability which may not lawfully be excluded) relating to Your use of, or reliance on, this valuation and data.

Definitions

Choosi means Choosi Pty Ltd ACN 147 630 886, AFSL 402397.

Content means the content, text, data, information, images, pages, materials, tools and results contained on either of the Web Pages.

CTM means Compare The Market Pty Ltd ACN 117 323 378; AFSL 422926.

CTM Address means PO Box 301, Toowong QLD 4066.

CTM Email means an email sent by or on behalf of CTM to You (as requested by You) providing news, information and offers about CTM and the Web Pages.

FSG means the Financial Services Guide relating to general insurance products.

Indemnified Person means CTM and CTM's Related Bodies Corporate and their respective Personnel.

Loss means any damage, loss, cost, expense or liability however it arises and whether it is direct or indirect, present or future, fixed or unascertained, actual or contingent and includes all legal costs and expenses.

Personnel means the directors, officers, employees, agents and contractors of a person.

Related Bodies Corporate has the same meaning as in the *Corporations Act 2001* (Cth) and in respect of CTM includes AGS, Auto & General.

Supplier means a participating supplier or provider of the goods and services which are available for ranking and comparison on the Web Pages. In respect of comprehensive car insurance and home &

contents insurance, only those providers who participate in the Car Insurance Comparison and/or provide quotes for the home & contents insurance products are “Suppliers” for the purposes of this definition.

Terms means these website terms of use along with the CTM Privacy Policy and any other terms and conditions set out on the Web Pages.

Web Pages means the web pages located at www.choosi.com.au/car-insurance and <https://www.choosi.com.au/home-contents-insurance> and associated sub pages.

You or Your means the user of either of the Web Pages.

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