

# **QRM WEBSITE TERMS**

20 November 2024

## 1. INTRODUCTION

- a. This website (Site) is operated by QRM Claims Management Pty Limited ACN: 608 385 020 (QRM).
  QRM is not undertaking a regulated financial services and does not hold an AFSL. Any information provided on the Site is general in nature only.
- b. These terms and conditions (Terms & Conditions) govern the use of the Site.
- c. By using the Site you acknowledge and agree that you have read and understand these Terms & Conditions and agree to comply with these Terms & Conditions and any additional terms, notices and disclaimers which appear on this Site, including but not limited to the QRM Privacy Policy.

## 2. RESTRICTIONS ON USE

- a. You agree that you will not post or transmit to or via the Site any information or material or otherwise use the Site for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.
- b. We may suspend or terminate your access to all or any part of the Site at any time, if you breach these Terms & Conditions in our reasonable opinion.

#### 3. COLLECTION AND USE OF INFORMATION

QRM will collect, use, disclose and handle your personal information in accordance with its Privacy Policy.

#### 4. DISCLAIMERS AND LIMITATION

#### **General information**

This Site contains general information only. It does not contain any general or personal advice.

#### **Third party content**

Information contained on this Site may be obtained from a variety of third party sources. To QRM's knowledge, the information provided is accurate. However, QRM has not verified all third party information. QRM makes no representations and, to the extent permitted by law, excludes all warranties in relation to the information contained on this Site.

#### **Third party links**

This Site may contain links to third party sites. QRM makes no warranties or representations regarding the condition or the content of those sites and any such links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement or approval of the sites or the products or services provided on them.



#### No warranties or representations

To the maximum extent permitted by law, and subject to the Australian Consumer Law provisions of these Terms & Conditions:

- a. We do not represent or warrant that the content on the Site is accurate, reliable, suitable, or complete.
- b. Although we use reasonable care and skill in providing the Site, we cannot promise that the Site will be continuously available or virus or fault free.

#### Limitations of our liability

- c. The Australian Consumer Law may confer rights, guarantees and remedies on you in relation to the provision of goods and services by QRM, which cannot be excluded, restricted or modified. QRM does not exclude, restrict or modify those rights.
- d. To the fullest extent permitted by law, QRM's liability for breach of any guarantee, which cannot be excluded, is limited at the option of QRM to, in the case of products or services supplied or offered by QRM which are not of a kind ordinarily acquired for personal, domestic or household use or consumption:
  - i. the supply of the products or services again; or
  - ii. the payment of the cost of having the products or services supplied again.
- e. Except for the rights, guarantees and remedies which cannot be excluded, restricted or modified, QRM excludes all liability (including liability arising as a result of its negligence) for any indirect or consequential expenses, losses, damages or costs, loss of profit, lost revenue, business interruption and loss of data incurred or suffered by or awarded against you under or in any way connected with the use of the Site or these Terms & Conditions.

## 5. COPYRIGHT

- a. QRM reserves all copyright in the content and design of this Site.
- b. You must not reproduce, adapt, store, transmit, print, display, publish or create derivative works from any part of the content or design of this Site except with QRM's prior written consent or as permitted by applicable copyright legislation.

#### 6. COOKIES

- a. This Site may use cookies 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.
- b. If you do not wish information to be gathered on a cookie you should disable the acceptance of cookies by your web browser.



## 7. GENERAL

- c. If there is an inconsistency between these Terms & Conditions and any other terms displayed on individual pages of the Site ("**other terms**"), the other terms will prevail to the extent of the inconsistency.
- d. If we do not act in relation to a breach of the Terms & Conditions by you, we do not waive any rights to act in relation to that breach or any later breach by you.
- e. If you do not act in relation to a breach of the Terms & Conditions by us, you do not waive any rights to act in relation to that breach or any later breach by us.
- f. The laws governing these Terms of Use will be the laws of New South Wales, Australia.