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1. About this website

This website is owned and operated by Bingle.com Pty Ltd ("Bingle") ABN 93 121 114 574 under the domain name "bingle.com.au" ("Bingle Website"). Your use of the services, information, text, graphics, materials and other content on the Bingle Website ("Material on this Website") is governed by these Terms of Use and the associated Security and Privacy Statement. By using this website you agree to be bound by these Terms of Use. In addition to the Terms of Use contained in this document, other terms of use or conditions may apply to your use of this Bingle Website, parts of this Website, or to products and services offered via this Website. You will be bound by these additional terms, as applicable.

2. Links to other websites

1. The Bingle Website may contain links to websites, which are owned or operated by third parties independent of Bingle ("Third Party Websites"). Bingle does not sponsor, endorse or approve of the operators of Third Party Websites, or Material (including services, information, graphics, or data) which is located on such Third Party Websites ("Third Party Material").
2. The Bingle Website may contain or link to information about special offers, deals or promotions by persons not related to or part of Bingle. ("Third Party Offers"). Bingle does not sponsor, endorse, or approve of any Third Party Offers, or Third Party Material associated with these offers.
3. Subject to any applicable law which cannot be excluded, Bingle makes no warranties or representations:
 - a. regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Third Party Websites; or
 - b. that Third Party Material does not infringe the intellectual property rights of any person. Bingle is not authorising the reproduction of Third Party Material by linking Material on this Website to Third Party Material.
4. When following a link on the Bingle Website, material at a Third Party Website may be displayed in your browser framed by Material on this Website. This material is also Third Party Material for the purpose of these Terms of Use.

3. Privacy

Your privacy and security is very important to Bingle. We collect certain information from you and it's used by the Bingle Website in order to provide insurance quotations, insurance cover and other online services. The Bingle Website will record and track the use you make of this website. The use of this data is subject to our Security and Privacy Statement. Please read our Security and Privacy Statement in full.

**4. Bingle product
information
and insurance
purchase and
renewal****4.1 Bingle Website content**

The Bingle Website contains both information of a general nature about Bingle and Bingle's products and services, and also enables you to purchase and pay for insurance products and services online.

4.2 Completing transactions on the Bingle Website

1. When entering into a transaction via the Bingle Website, whether it be the issuance of an insurance contract, a renewal payment, or a transaction relating to any other product or service, the transaction will not be completed until an "Electronic Instruction" (being any electronic instruction, information, message, request or communication issued or transmitted to Bingle via the Bingle Website) containing the acceptance from you to Bingle's offer, or the confirmation of payment from you, whichever is applicable, has been received and processed by Bingle, and any specific steps or requirements as set out in this clause 4, have been complied with.
2. You acknowledge that the transmission of your acceptance or the confirmation of any payment, made through an Electronic Instruction may not be received by Bingle in accordance with this clause 4 for reasons beyond either parties' reasonable control including, but not limited to, mechanical, software, computer, telecommunications, or electronic failure, or the omission or failure of third party service providers or systems. You further acknowledge that, to the extent permitted by law, Bingle is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an Electronic Instruction through the Bingle Website, or any failure to receive an Electronic Instruction for whatever reason.

4.3 Purchasing insurance policies

1. Where the Bingle Website enables you to purchase insurance products or services online:
 - a. The parties may enter into an insurance policy using the Bingle Website by Bingle making an electronic offer via the Bingle Website and you electronically communicating your acceptance of that offer via the Bingle Website to Bingle;
 - b. Bingle may act on and process all completed Electronic Instructions transmitted or issued through the Bingle Website without further consent from or reference to you; and
 - c. Bingle may treat an Electronic Instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instructions, or to verify the accuracy and completeness of such Electronic Instructions.
2. Creating a binding insurance contract with Bingle via the Bingle Website is a two-step process:
 - a. The first step is to create a quick quote for the insurance product you are interested in and have selected. Upon completion by you of all required details, the Bingle Website will provide you with a quick quote. A quick quote can be saved and will remain valid and accessible on the Bingle Website for up to 7 days; and
 - b. If you wish to take out insurance in accordance with a quick quote provided to you by Bingle via the Bingle Website, then, upon successful completion by you of all additional required details, step two enables you to accept that quick quote and create a binding insurance agreement with a corresponding Bingle policy number.

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3. When entering into a contract via the Bingle Website, you will be taken to have communicated your acceptance to an offer of insurance from Bingle only when:
 - a. the Electronic Instruction containing the acceptance from you enters and is recorded in the main Bingle database;
 - b. a record is created and stored in the Bingle database;
 - c. a Bingle policy number is generated by the Bingle database; and
 - d. Bingle receives all required details of a current and valid credit card which you are authorised to use, which is of a credit card type accepted by Bingle, and to which Bingle is able to charge a premium.
 4. A binding insurance contract is conditional on Bingle being able to successfully charge against your nominated credit card and Bingle receiving payment of your applicable premium.
 5. Where a transaction is entered into between Bingle and you via the Bingle Website, a policy number will be issued by Bingle via the Bingle Website. However, a binding insurance agreement is not conditional on the issuance or receipt by you of a policy number. Therefore, the failure by you to receive a policy number via the Bingle Website does not invalidate or otherwise prejudice the existence of an insurance contract or transaction entered into using the Bingle Website.
 6. Bingle may or may not issue a paper confirmation of the insurance policy. The existence of a binding contract is not conditional on Bingle issuing, or you receiving, a paper confirmation of the transaction.
 7. You are responsible for ensuring that you receive a policy number and should contact Bingle if one is not received.
 8. Where you only complete a quick quote on the Bingle Website a binding insurance agreement is not created. A binding insurance agreement will only be created once Bingle receives your full premium payment by credit card on the Bingle website.

4.4 Renewal payments

1. The Bingle Website only offers an online facility for renewal payment with selected credit cards.
2. The policy renewal notice will indicate how online renewal payment can be made.
3. Online renewal payment can be made by following the "Pay your renewal" link on the Bingle Website.
4. When making a payment for a policy renewal via the Bingle Website, you will be taken to have renewed that policy only when:
 - a. the Electronic Instruction containing the policy number, premium amount due and credit card details, and an instruction from you to renew the policy, enters and is recorded in the relevant payment database;
 - b. Bingle receives all required details of a current and valid credit card which you are authorised to use, which is of a credit card type accepted by Bingle, and to which Bingle is able to charge the renewal premium;
 - c. a record is created and stored in the payment database;
 - d. a Bingle receipt number is generated by the payment system; and
 - e. the main Bingle database is updated with information from the payment database.

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5. A binding insurance contract is conditional on Bingle being able to successfully charge against your nominated credit card and Bingle receiving payment for all applicable renewal amounts due for the policy (or policies) being renewed.
 6. Bingle, at its discretion, may or may not issue a confirmation of the renewal payment. The existence of a valid payment is not conditional on Bingle issuing, or you receiving, a paper confirmation of the transaction.

5. Payments

1. All payments for any insurance products or other services purchased via the Bingle Website must be paid in full by clear funds by the due date specified in the relevant confirmation.
2. Unless provided for otherwise, all payments referred to in (1) above are to be made by selected credit cards. You must therefore provide to Bingle details of your current and valid credit card, including:
 - a. credit card type;
 - b. name on credit card;
 - c. credit card number; and
 - d. expiry date.

6. Valuation tools, calculators, games and other features

1. The Bingle Website may contain or make available various tools, calculation devices, software programs, games or other features which assist you in calculating the optimal insurance policy, premium, or level of excess for you. The Bingle Website may also contain other useful information.
2. Whilst Bingle has undertaken reasonable steps to ensure that any such features or information as described in (1) above are accurate and free from defect, Bingle does not warrant the accuracy, adequacy, correctness or completeness of these features, which are provided on an "as is" basis. The use by you of any of these features or any information provided is entirely at your own risk. The monetary figures used by these features in any calculations are estimates only and do not take account of your particular circumstances.

7. Bingle's standard terms and conditions apply

All applications for insurance or other products made via this Bingle Website are subject to and must comply with Bingle's normal approval criteria and are governed by the normal terms and conditions applying to each product or service requested. Full terms and conditions are contained within Bingle's policy documents (which include a Product Disclosure Statement and Important Information about Us). These can be accessed on the Bingle Website.

8. Warranties

Whilst reasonable steps have been undertaken to ensure that information is free from error, Bingle does not warrant the accuracy, adequacy or completeness of Material on this Website. All information is subject to change without notice. Bingle does not guarantee that the Bingle Website or Third Party Websites will be free from viruses, or that access to the Bingle Website or Third Party Websites will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

**9. Limitation
of Liability**

Subject to any responsibilities implied by law and which cannot be excluded, Bingle, and its directors, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to Material on this Website, to Third Party Material, third party services, or to access of the Bingle Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

10. Indemnity

You indemnify Bingle in respect of any liability incurred by Bingle for any loss or damage, howsoever caused, suffered by Bingle as a result of your breach of these Bingle Website Terms of Use, or your use of the Bingle Website.

**11. No investment
advice**

The Bingle Website does not purport to provide you with financial or investment advice of any kind. The information available via the Bingle Website does not take account of your particular financial or insurance position or requirements. Bingle suggests that you seek independent advice before acting upon Material on this Website or Third Party Material.

**12. Availability of the
Bingle Website**

1. As electronic services are subject to interruption or breakdown, access to the Bingle Website is offered on an "as is" and "as available" basis only.
 2. Bingle may impose limits or restrictions on the use you may make of the Bingle Website. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms of Use, Bingle may withdraw the Bingle Website at any time and without notice to you.
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**13. Use of the
Bingle Website**

The information and material contained in this Bingle Website is provided solely for bona fide personal or commercial customers only. By accessing, viewing or otherwise using this Bingle Website, you agree to abide by the terms and conditions of use contained in this clause and clause 14.

You agree that you will not (either yourself or through any third party):

- (a) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("Automated Process") to process, monitor, copy or extract any web pages on the Bingle Website, or any of the information, content or data contained within or accessible through the Bingle Website, without Bingle's prior written permission;
 - (b) use any Automated Process to aggregate or combine information, content or data contained within or accessible through the Bingle Website with information, content or data accessible via or sourced from any third party;
 - (c) use any information on or accessed through the Bingle Website for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;
 - (d) use any device, software, process or routine to interfere or attempt to interfere with the proper working of the Bingle Website or any transaction or process being conducted on or through it;
 - (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to the Bingle Website;
 - (f) reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with the Bingle Website; or
 - (g) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from the Bingle Website without Bingle's prior written permission.
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14. No use of Bingle Website for unrelated persons

You must only use the Bingle Website to:

- (a) obtain insurance quotes;
- (b) obtain other information relating to the price of insurance cover from Bingle; or
- (c) conduct insurance related transactions (including using any self-service function to manage your insurance policy) or queries, in respect of insurance cover for you or a member of your immediate family (with their prior consent) or for the commercial enterprise for which you seek bona fide insurance cover.

You agree not to otherwise use the Bingle Website to obtain insurance quotes, or to obtain other information relating to the price of insurance cover from Bingle or conduct insurance-related transaction or queries.

You also agree to indemnify Bingle in respect of any liability incurred by Bingle for any loss, cost damage or expense, howsoever cause, suffered by Bingle as a result of your breach of this clause 14.

15. Third party providers

Parts of this Bingle Website, or the provision of payment processing or other services offered via this Bingle Website, may be outsourced to third party providers. These Terms of Use apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.

16. Copyright and Trademarks

1. Copyright in the Material on this Website is owned or licensed by Bingle.
2. Except where necessary for and incidental to viewing the Material on this Website via your web browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws, no Material on this Website may be reproduced, stored in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of Bingle.
3. 'Bingle' and the Bingle logo are both registered trademarks of Bingle.com Pty Ltd. Third Party trademarks are trademarks of the respective third parties.

17. Termination

These Terms of Use and your access to the Bingle Website may be terminated at any time by either party without notice to the other. However, all restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of Bingle, will survive any termination. Upon termination, you must not directly or indirectly access or use the Bingle Website or any Material on this Website.

18. Acceptance and changes to Terms of Use

1. You acknowledge and accept that your use of the Bingle Website indicates your acceptance of these Terms of Use and the Security and Privacy Statement.
2. These are the current Terms of Use. They replace any other terms of use for the Bingle Website published on the Bingle Website to date. Bingle may at any time vary the Terms of Use for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of the Bingle Website, by publishing the varied Terms of Use on the Bingle Website. Bingle will indicate on the Bingle Website that these terms of use have changed, however, Bingle is under no obligation to specifically contact or notify you of any variation to these Terms of Use. You accept that by doing this, Bingle has provided you with sufficient notice of the variation. By your use of the Bingle Website after any variation, you are taken to have accepted the new Terms of Use.

19. General

1. We only offer and provide insurance within Australia.
2. The law applicable to the Bingle Website and to disputes arising out of the Bingle Website is the law of the State of Victoria, Australia.
3. Should any clause or part thereof of these Terms of Use be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.

20. Linking to Bingle

Linking to the Bingle Website is only permitted when authorised in writing by Bingle. Please contact Bingle if you would like to link to any part of the Bingle Website.

21. Grant of Licence

Bingle grants you the right to use the software accessed by this website, for the purposes of providing you with Bingle's insurance products and services. You may not sell, licence or distribute this software. A licence fee is included in the premium Bingle charges, entitling you to use the software for the period of your policy.

These Website terms and conditions were last amended on 30/07/10.
