# **TERMS OF USE**

#### **ACCEPTANCE OF TERMS**

This Web Site is owned and maintained by Jewellers Loop Pty Limited, ABN 47 110 767 087, trading as JewelCover ("Jewellers Loop", "Owner", "we", "us" or "our").

Jewellers Loop administers and arranges jewellery insurance policies on behalf of the insurer, Chubb Insurance Australia Limited, ABN 23 001 642 020 ("Chubb"), AFS Licence No 239687. Jewellers Loop has been appointed as an Authorised Representative of Chubb (AR number 295163).

This Web Site provides users with access to an online collection of information and materials. These materials may include insurance applications and policy forms and other information related to certain insurance products and services ("Products and Services). The Web Site also contains text, pictures, graphics, logos, button items, images, works of authorship, and other information (collectively, "Content"), and may provide access to certain proprietary software used in connection with navigating and utilizing the functionality offered through this Web Site ("Software").

**PLEASE NOTE:** Your access to and use of this Web Site (as well as any other web sites owned by Jewellers Loop) are subject to the following Terms of Use, as well as all applicable laws and regulations. Please read these terms carefully. If you do not accept and agree to be bound by any of these terms or conditions, you are not authorised to access or otherwise use this Web Site or any Content, Services or Software contained on this Web Site. Your access to and use of this Web Site constitute your acceptance of and agreement to abide by each of these terms and conditions set forth below.

These Terms of Use may be changed, modified, supplemented or updated by the Owner from time to time without advance notice. Unless otherwise indicated, any new Products and Services, Content and Software added to this Web Site will also be subject to these Terms of Use effective upon the date of any such addition. You are encouraged to review the Web Site periodically for updates and changes.

The information contained on this Web Site is not for use within any country or jurisdiction or by any persons where such use would constitute a violation of law. If this applies to you, you are not authorised to access or use any of the information on this Web Site.

## Access of Content

Limited License and Site Access – The Owner hereby grants you a limited license to access and make personal use of this Web Site but not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of the Owner. This license does not include any resale or commercial use of this Web Site or its contents; any collection or use of any product listings, descriptions, or prices; any derivative use of this Web Site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. Neither this Web Site nor any portion of it may be reproduced, duplicated,



copied, sold, resold, or otherwise exploited for any commercial purpose without the express written consent of the Owner. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Owner or its affiliates without their express written consent. You may not use any meta-tags or any other "hidden text" utilising any of the Jewellers Loop name or business names or service marks without the express written consent of their owners. Any unauthorised use terminates the permission or license granted by the Owner.

Availability of Products and Services – Due to various insurance and other regulatory restrictions, certain Products and Services described on this Web Site are not available to all users. Also, Products and Services may vary by jurisdiction and may not be offered or suitable for all jurisdictions. EXCEPT AS EXPRESSLY STATED HEREIN, THE INFORMATION CONTAINED ON THIS WEB SITE IS NOT AN OFFER TO SELL OR A SOLICITATION TO BUY ANY INSURANCE PRODUCT BY JEWELLERS LOOP OR CHUBB. No insurance product or other product or service is offered or will be sold by Jewellers Loop or Chubb or, if sold by Jewellers Loop or Chubb, will be effective in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction.

## **Ownership & Restrictions**

**Copyright** – Except as otherwise expressly stated, all Content and Software appearing on this Web Site are the copyrighted work of Jewellers Loop or third party content suppliers and are protected by Australian and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Content and Software is also the exclusive property of Jewellers Loop and is protected by Australian and international copyright laws.

You may download information from this Web Site and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any Content obtained from this Web Site, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorisation of the Owner and any applicable third party suppliers. The use of Content, including images, by you, or anyone else authorised by you, is prohibited unless specifically permitted by the Owner. Any unauthorised use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Neither the Owner nor its affiliates warrant or represent that your use of Content, Services, Software or any other materials displayed on this Web Site will not infringe rights of third parties.

Trademarks and Service Marks - Certain trademarks are the registered service marks of Jewellers Loop. The domain name for this Web Site (www.qreport.com), the logos, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of Jewellers Loop. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Web Site are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Web Site without the prior written authorisation of the Owner.



Information submitted via this Web Site - With the exception of any personal data or information you submit (which shall be maintained in accordance with our Jewellers Loop Privacy Statement), and except as otherwise stated below under "Internet Portals for Jewellers Loop Business," any information you transmit to the Owner via this Web Site, whether by direct entry, submission, electronic mail or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of the Owner. Such information may be used for any purpose, including but not limited to reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. The Owner shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Owner via this Web Site or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information. However, nothing in these terms of use is meant to amend or conflict with any provision in a producer agreement relating to a producer's ownership of its customer lists.

Internet Portals for Jewellers Loop Business - Jewellers Loop may utilise internet portals specifically designed to allow the submission of information that Jewellers Loop will utilise to issue an insurance quote to the producer or the producer's client. By submitting such information, the producer represents that the information is true and correct to the best of the producer's knowledge, information and belief, after performing due diligence. Jewellers Loop may utilise the information provided by the producer to develop a quote, estimate or indication, if Jewellers Loop decides to do so in its discretion. Jewellers Loop may also utilise the information in its normal course of issuing insurance policies and providing related services.

Proprietary Software – Any Software accessible through this Web Site is the property of the Owner or its suppliers and is protected by Australian patent and copyright laws and/or international treaties. Any use of the Software by you other than as required to navigate and to utilise the intended functionality offered through this Web Site is prohibited. You agree not to copy, distribute, publicly display, alter, modify, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code of the Software. Further, you agree not to access the Services or Content by any means other than the interface provided by the Owner through this Web Site for your use in accessing the Content.

The Software provided on this Web Site is owned by or licensed to the Owner, and may contain technology that is subject to strict controls pursuant to export control laws and regulations of the Australia and other countries and jurisdictions. You shall not copy, transfer or export such software in violation of such applicable export laws and regulations. The Owner does not authorise the downloading or exportation of any software or technical data from this Web Site to any jurisdiction prohibited by such export controls laws and regulations.

**Prohibited Use –** The following is prohibited: any use or attempted use of this Web Site (i) for any unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) to interfere with any other party's use and enjoyment of the Web Site, or (iv) to gain unauthorised access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by the Owner to be made accessible to a user, or (vi) to obtain any materials or information through any means not intentionally



made available by the Owner, or (vii) for any use other than the business purpose for which it was intended.

In addition, in connection with your use of the Web Site, you agree you will not:

a) Upload or transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable, or that may invade another's right of privacy or publicity;

b) Create a false identity for the purpose of misleading others or impersonate any person or entity, including but not limited to any Jewellers Loop representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;

c) Upload or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);

d) Upload or introduce files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;

f) Use the Web Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); g) Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;

h) Violate any applicable local, state, national or international law;

i) Upload or transmit any Material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;

j) Delete or revise any Material posted by any other person or entity;

k) Manipulate or otherwise display the Web Site by using framing, mirroring or similar navigational technology or directly link to any portion of the Web Site other than the main homepage, www.qreport.com, in accordance with the limited license and Web Site access outlined above;

 Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Product or Service if you are not expressly authorised by such party to do so; or

(m) Harvest or otherwise collect information about others, including e-mail addresses.

The Owner reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including but not limited to the suspension or termination of the user's access and/or account. The Owner may cooperate with legal authorities and/or third parties in the investigation of any suspected or



alleged crime or civil wrong. Except as may be expressly limited by the Jewellers Loop Privacy Statement, the Owner reserves the right at all times to disclose any information as the Owner deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Owner's sole discretion.

## Security & Control

Password Accounts, Passwords, and Security - If you have been given the option to open an account on this Web Site which will provide you with access to password protected portions of the site and you elect to do so, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form, and choose a password and user name. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to (a) immediately notify the Owner of any unauthorised use of your account or any other breach of security of which you become aware, and (b) exit completely from your account at the end of each online session. The Owner will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Owner or another party due to someone else using your account or password. You may not use anyone else's account at any time, with or without the permission of the account holder.

**Right to Monitor –** The Owner neither actively monitors general use of this Web Site under normal circumstances nor exercises editorial control over the content of any third party's web site, electronic mail transmission, news group, or other material created or accessible over or through this Web Site. However, the Owner does reserve the right to monitor such use at any time as it deems appropriate and to remove any materials that, in the Owner's sole discretion, may be illegal, may subject the Owner to liability, may violate these Terms of Use, or are, in the sole discretion of the Owner, inconsistent with the Owner's purpose for this Web Site.

Hyperlinks to Third Party Web sites - This Web Site may contain hyperlinks to other sites owned and operated by parties other than the Owner. Such hyperlinks are provided only for ready reference and ease of use. We do not control such web sites and cannot be held responsible for their content or accuracy and do not endorse these sites unless we specifically so state. In the event this Web Site provides hyperlinks to other web sites that are not owned, operated or maintained by the Owner or its affiliates, you acknowledge and agree that the Owner is not responsible for and is not liable for the content, products, services or other materials on or available from such web sites. We accept no liability for any information, products, advertisements, content, services or software accessible through these third party web sites or for any action you may take as a result of linking to any such web site. Any such web sites are likely to set forth specific terms of use and privacy policies that you should review. The Owner is under no obligation to maintain any link on this Web Site and may remove a link at any time in its sole discretion for any reason whatsoever. Neither the Owner nor its affiliates shall be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such web site.

No Jewellers Loop Editorial Control of Third Party Content; No Statement as to Accuracy – To the extent that any of the Content included in the Web Site is provided by third party content providers, the Owner has no editorial control or responsibility over such Content.



Therefore, any opinions, statements, services or other information expressed or made available by third party suppliers on this Web Site are those of such third party suppliers. The Owner does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of the Content displayed on this Web Site or referenced content of service providers will not infringe rights of third parties not owned by or affiliated with Jewellers Loop.

**Electronic Communications** – When you visit this Web Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Modification of Content – The Owner may, at its discretion, modify or discontinue any of the Products and Services, Content or Software, or any portion thereof, with or without notice. Neither the Owner nor its affiliates will be liable to you or any third party for any modification or discontinuance of any of the Products and Services, Content or Software. Privacy Policy – Our Privacy Policy describes Jewellers Loop's collection, use and protection of non-public personal information and will

help you understand how we secure and treat information that we obtain. We urge you to read our\_Jewellers Loop Privacy Statement.

# **General Provisions**

**Disclaimer** – Information contained on this Web Site has been prepared by the Owner as a convenience to its users and is not intended to constitute advice or recommendations upon which a user may rely. The Owner has used reasonable efforts in collecting, preparing and providing quality information and material, but makes no warranty or guarantee about the accuracy, completeness, or adequacy of the information contained in or linked to this Web Site or any other web site maintained by the Owner.

Nothing herein is meant to state that a quote issued by Jewellers Loop may not be accepted by an insured or by a producer on the insured's behalf. However, estimates, indications, or any other statements that are not clearly identified as bindable quotes may not be accepted. Quotes may be withdrawn or modified at any time prior to the policy inception date, subject to applicable law.

The information and descriptions contained herein are not intended to be complete descriptions of the terms, exclusions and conditions applicable to the Products and Services, but are provided solely for general informational purposes; please refer to the actual policy or the relevant Product or Services agreement for complete terms, exclusions and conditions. Should you purchase an insurance policy from Jewellers Loop, the terms and conditions applicable to that transaction will govern such purchase, and your use of this Web Site does not affect that purchase in any manner.

YOUR USE OF THIS WEB SITE IS AT YOUR SOLE RISK. ALL CONTENT AND SOFTWARE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND THE OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE OWNER MAKES NO WARRANTY THAT THE CONTENT AND SOFTWARE ARE ACCURATE, TIMELY, UNINTERRUPTED, NON-INFRINGING, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED.



Limitation of Liability - YOU UNDERSTAND AND AGREE THAT THE OWNER WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PRODUCTS, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE OWNER HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEB SITE, PRODUCTS AND SERVICES, CONTENT OR SOFTWARE, OR ANY OTHER MATTER **RELATED TO THE WEB SITE, PRODUCTS** AND SERVICES, CONTENT OR SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEB SITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE THE OWNER OR ITS AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE WEB SITE.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

**Indemnification** – You agree to indemnify, defend and hold harmless the Owner, its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the Web Site or any violation of these Terms of Use. If you cause a technical disruption of the Web Site or the systems transmitting the site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable legal fees and court costs, arising or resulting from that disruption. The Owner reserves the right, at its own expense, to assume exclusive defence

and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with the Owner in the defence of such matter.

#### This Web Site Contains a Binding Arbitration Provision Which May Be Enforced by the Parties.

Dispute Resolution – Any controversy or claim arising out of or relating to these Terms of Use or use of this Web Site shall be settled by binding arbitration in accordance with the commercial arbitration Rules of Arbitration of the Institute of Arbitrators and Mediators Australia, except that, to the extent you have in any manner violated or threatened to violate Jewellers Loop's intellectual property rights, the Owner may seek injunctive or other appropriate relief in any state or federal court in the Commonwealth of Australia, and you consent to exclusive jurisdiction and venue in such courts. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New South Wales, Australia, and the judgment of the arbitrator may be entered and/or enforced in any jurisdiction competent to do so. Either you or the Owner may seek any interim or preliminary relief from a state or federal court of competent jurisdiction in New South Wales, Australia, as may be necessary to protect the rights or property of you or the Owner pending the completion of arbitration. You agree that any action to enforce this arbitration provision will be brought in the federal or state courts located in New South Wales, Australia.

**Governing Law; Severability of Provisions** 

- These Terms of Use are governed by and is to be construed in accordance with the laws applicable in New South Wales and agree to submit all disputes to the non-exclusive jurisdiction of the Federal and State Courts of Australia, and venue and jurisdiction for such proceedings shall lie exclusively with such



courts. If any provision is deemed by a court of competent jurisdiction to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

International Users - This Web Site is controlled and operated by the Owner. The Owner makes no representation that any information, materials or features/functions included are appropriate for use in any jurisdiction. This Web Site is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence, citizenship or otherwise) the publication or availability of the Web Site and its content is contradictory to local laws or regulations. Persons with respect to whom such restrictions or prohibitions apply must not access or use this Web Site. By accessing or using this Web Site you do so on your own initiative and are solely responsible for compliance with the applicable local laws and regulations.

Entire Agreement - These Terms of Use, the Jewellers Loop Privacy Statement, and other policies the Owner may post on this Web Site constitute the entire agreement between the Owner and you in connection with your use of this Web Site and the Content, and Software, and supersedes any prior agreements between the Owner and you regarding use of this Web Site, including prior versions of these Terms of Use. The Owner may update these Terms of Use from time to time by posting revised Terms of Use on this Web Site, without notice to you, and your subsequent use of the Web Site indicates your acceptance of and is governed by those new Terms of Use. These Terms of Use are effective until terminated or updated by the Owner, at any time without notice. In the event of termination, the disclaimers and limitations

of liabilities set forth in these Terms of Use will survive. These Terms of Use will be deemed to include all other notices, policies, disclaimers and other terms contained in this Web Site; provided, however, that in the event of a conflict between such other terms and the terms of these Terms of Use, these Terms of Use will control. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

