

Liberty Terms of Use for Online Resources Australia

Terms of Use

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The expressions "we", "us", "our" and "ours" when used herein mean Liberty. The expressions "you", "your" and "yours" when used herein include any company or business with which you are associated and on behalf of which you use the Online Resources.

Liberty reserves the right to change these Terms at any time. Amendments will take effect when posted on the Online Resources.

Authority

When you use the Online Resources, you warrant that you are a General Insurance Broker with an Australian Financial Services Licence and you have a current and valid authority to act as agent for the individual or company for which you are seeking a quote and/or a contract of insurance from the Online Resources.

You also warrant that the individual or company for which you are seeking a quote and/or a contract of insurance is located within Australia.

Insurance

All insurance is subject to the full terms, conditions, limitations and exclusions contained in the policy provided when the insurance is issued.

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You are responsible for your access to and use of the Online Resources through your allocated username and password, provided to you in connection with your employment at the time of allocation. If you are no longer employed by the entity who employed you at the time of allocation, you must not use the Online Resources until your access credentials are altered upon notification to Liberty.

You are responsible for any unauthorised access to the Online Resources resulting out of any delay in requesting Liberty to update or change your allocated username and password.

You must comply with all laws and regulatory requirements that relate to the use of, or any services offered on, the Online Resources, including any laws relating to the transfer of personal data. By using the Online Resources you acknowledge that you have obtained the appropriate consent from any individual or business before supplying that information to Liberty through the Online Resources. You acknowledge that Liberty may collect the personal information and business information you provide Liberty through the Online Resources and Liberty may disclose the individual's personal information or business information to its employees and related entities and service providers.

Security

To ensure security of the information you provide while accessing the Online Resources you:

- must ensure the systems you use to access the Online Resources has up-to-date anti-virus software and internet security protection programs in place;
- must never disclose your access credentials to the Online Resources to anyone including other employees of, or contractor engaged by, organisation or any Liberty representative;

- should always go directly to any of the Online Resources by typing the web address in your browser rather than following links found in emails or elsewhere online;
- should avoid disclosing personal and/sensitive information (including credit/debit card details) over email unless you have the explicit consent of the individual or business you act for; and
- should reach out to us if you are unsure of the email sender to confirm the legitimacy of any emails from Liberty.

By helping us with these things, we can both work to make your world a safer place. If you have any questions or want to report any concerns around the security or privacy of your information, please reach out to your Liberty Relationship Manager.

Please refer to our Liberty Mutual Online Security Statement [Security Policy | LMG \(libertymutualgroup.com\)](#) that provides details regarding information security of your information by Liberty.

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You will indemnify Liberty and keep it fully indemnified against all liabilities, losses, actions, claims, proceedings, costs and damages (including any damages or compensation paid by Liberty on the advice of its legal advisers to compromise or settle any claim) and all legal costs or other expenses arising from your breach of these Terms or out of or in the course of any claim by a third party based on any facts which if substantiated would constitute such a breach of these Terms.

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Liberty makes no warranties and accepts no liability in relation to material contained on External Sites.

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What Information Does Liberty Collect When You Interact With Liberty Online?

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1. the number of users visiting the website and the number of pages viewed;
2. the date and time the user visits the website;
3. the path taken through the Online Resources; and
4. all details related to your browser type.

Enquiries, Notes and Requests

Liberty collects any information submitted through its Online Resources when making an enquiry, submitting notes or any request. Liberty may ask for personal information relating to its products or services or for contact purposes. Any information provided to Liberty through these forms is used for the purposes outlined.

Privacy

Your use of the Online Resources is also subject to the terms of Liberty's Privacy Policy. The Privacy Policy explains how we may collect, use and disclose any information that you may provide to us via the Online Resources. Liberty's Australian Privacy Policy can be [accessed here](#).

If you have any enquiries, concerns or complaints about your privacy rights, the information practices of the Online Resources, potential breaches, access to and correction of your personal information Liberty holds, or other privacy matters related to the Online Resources, please direct them to Liberty's Privacy Officer, at privacy.officer.ap@libertymutual.com.

Governing Law and Forum

These Terms shall be governed by and construed in accordance with the laws of New South Wales, Australia, without giving effect to any principles of conflicts of law. If any provision of these Terms are found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Any controversy or dispute will be submitted, and by using the Online Resources you are deemed irrevocably to consent, to the personal jurisdiction of the courts of New South Wales, Australia.

No failure or delay by Liberty in exercising any right or remedy provided by law under or pursuant to these Terms shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude our exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

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