

Terms and conditions for the use of the iSelect website

This website (“**Website**“) is owned and operated by iSelect Limited (ABN 48 124 302 932) and its affiliate companies (“**iSelect**”), registered office at 294 Bay Road, Cheltenham, Victoria, 3192, Australia. In these Terms of Use, “we”, “our” and “us” means iSelect.

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1. Introduction

1.1 All access to and use of this Website is subject to these terms and conditions (“Terms of Use”). By accessing and using this Website you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you are not permitted to access and use this Website and you should immediately cease accessing and using this Website.

1.2 If you breach any provision of these Terms of Use then your right to access and use this Website will immediately cease.

1.3 This Website is intended for use by Australian residents only, aged 18 years and over. You should note that this Website (including products, price references and product descriptions) is frequently updated. Products may be withdrawn at any time, without notice.

1.4 We may amend these Terms of Use at any time and so we recommend that you refer to these Terms of Use each time you use this Website. The amended Terms of Use will be effective from the date they are posted on this Website. Your continued use of this Website will constitute your acceptance of the amended Terms of Use.

2. Privacy Policy

2.1 We take your privacy seriously. Please visit our [Privacy Policy](#) to find out how we use the information that you provide to us. Your use of this Website is at all times subject to the provisions of our Privacy Policy.

3. Third party products

3.1 You can apply for a number of products via this Website. These products are not provided by us but are instead provided by third parties over whom we do not have control. It is your responsibility to satisfy yourself that you wish to obtain any product before doing so. Before making a decision to purchase a product, you should consult the relevant product documents. The presence of a product on this Website does not constitute an endorsement by us of the provider, the product, the content of the provider's website, or the activities of the provider.

3.2 All product prices are quoted in Australian dollars.

3.3 We are not responsible or liable for any loss or damage you or any third party may suffer or incur in connection with any product you obtain after using this Website or for any acts, omissions, errors or defaults of any third party in connection with that product.

3.4 This Website contains statements regarding the terms of the products, including features and inclusions. Some of these statements are generalised in order to give you a summary of the products being compared. However, not all products are the same and you should confirm the exact terms of any product that you intend to purchase prior to purchasing that product. The product information supplied on the website is available only to Australian residents.

3.5 By submitting your personal details through this Website, you are able to make an offer to obtain a product from a third party provider. That offer may be accepted or rejected. The contract for the product will only be concluded once your offer has been accepted by the relevant third party provider. If your offer is accepted then the product will be provided to you, subject to the third party provider's terms and conditions. You will receive written confirmation if your offer has been accepted.

4. The iSelect service and how we are paid

4.1 We provide a service on this Website which enables you to research and compare health insurance, life insurance, car insurance, home loans, energy and broadband products, all of which are provided by third parties.

4.2 We provide a service on this Website which enables you to click through to a range of partners instead of a comparison service for Home and Contents Insurance, Mobile

Phones and Plans and Overseas Visitors Health Cover.

4.2 Our comparison service is free for you to use. We receive payment from the third party product providers when you use our service to purchase products from them

5. Permitted use

5.1 You are only permitted to use this Website for personal use, subject to your compliance with these Terms of Use. Commercial use of this Website is strictly prohibited

5.2 You are not permitted to do anything that may affect the security of this Website or any information or material stored within it.

5.3 You agree not to:

- (a) use any automated tool (such as a spider, robot or aggregation tool) to access, copy or extract such information;
- (b) copy or disclose to any person, any Website content, other than as expressly permitted by these Terms of Use;
- (c) 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 any Website content;
- (d) use any method or process to consolidate or combine any Website content with any other content, data, information, images or material;
- (e) reverse engineer, disassemble or otherwise attempt to construct or identify this Website's source code, formulas or processes;
- (f) 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 this Website;
- (g) use, obtain or attempt to obtain from this Website, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; or
- (h) post, distribute or send any 'spamming material' or any other form of bulk communication.

5.4 You are not permitted to use this Website in any unlawful or fraudulent manner.

5.5 You agree that if you provide any information on this Website, that information will be true, accurate and complete.

6. Registering an account

6.1 This Website allows you to create a personal account. This Website may allow you to sign in to your personal account by generating a standard username and password, or by

using your social media username and password. Any such account or access details provided or created by you will be referred to collectively as “**Login Details**”.

6.2 In all cases, if you create a personal account, you agree that: (a) your Login Details must be used by you only;

(b) you will keep your Login Details secure and confidential at all times and will not disclose these to any other person. For security purposes we recommend that you change your password at least once every 6 months;

(c) you are responsible for all actions that take place as a result of access to this Website’s services via your Login Details; and

(d) any breach of these Terms of Use under your Login Details will be treated as a breach by you.

6.3 If you believe that the security of your Login Details is compromised you must notify us in writing immediately, but in any event you should change your password immediately.

We will not be liable for any loss you incur due to any unauthorised use of your Login Details (including if someone else accesses your account through Login Details they have obtained from you or through a violation by you of these Terms of Use).

6.4 We may disable or close your account at any time as a result of any suspected or actual unauthorised use of your Login Details and we will notify you by using the contact details that you have previously provided.

7. No advice

7.1 iSelect does not offer financial, investment or other advice. Nothing on this Website constitutes financial, investment or other advice by us in relation to any product.

7.2 This Website is intended to be used for comparison and research purposes, but iSelect is not able to bind any third party provider or ensure that any third party provider sells any product to you. Accordingly, nothing on this Website amounts to an offer by us or any third party provider to: (a) sell any product to you; or (b) enter into any contract with you.

8. Intellectual property rights

8.1 The word or mark “iSelect” however represented, all associated logos and symbols, and any combinations with another word or mark, are the trademarks of iSelect or one of its group companies.

8.2 All intellectual property rights in any material or content contained in or accessible via this Website is either owned by iSelect or has been licensed to us for use by us.

8.3 You will only make fair use of the trademarks on this Website and will not use them:

(a) as part of your own marks;

(b) in a manner which is likely to cause confusion or damage to the reputation of iSelect;
or

(c) to identify or imply endorsement or otherwise of products or services to which they do not relate.

8.4 Except as set out elsewhere in these Terms of Use, none of the intellectual property rights belonging to iSelect or our licensors in and relating to this Website (including any content or material displayed on this Website) may be used, copied, published or distributed by you without our prior written consent.

9. Exclusions of liability

9.1 This Website, content and services are supplied to you on a strictly “as is” basis and we make no warranties, express or implied, regarding their satisfactory quality, fitness for a particular purpose, reliability, timeliness, accuracy, completeness, security or that they are free from error.

9.2 We try to ensure that the information displayed on this Website is accurate, however your access to this Website and any action you carry out on the basis of information you obtain from this Website is carried out entirely at your own risk and we accept no liability for any losses that you may suffer as a result.

9.3 We do not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology.

9.4 We aim to provide uninterrupted access to this Website but we give no warranty as to the uninterrupted availability of this Website. We reserve the right to suspend, restrict or terminate your access to this Website at any time.

9.5 We will not be liable for any loss of use, profits or data or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or tort, or otherwise in relation to:

(a) your use of, reliance upon or inability to use this Website or content;

(b) the deletion with or without notice or cause of any of your data or information stored on this Website;

(c) any loss of your content or communications resulting from delays, non-deliveries, missed deliveries, service interruptions or a failure, suspension or withdrawal of all or part of this Website at any time;

(d) the removal from this Website of any content or communications sent or posted by you on or via this Website;

(e) any circumstance that is outside of our reasonable control; and

(f) any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into our agreement with you.

9.6 Nothing in these Terms of Use is intended to exclude or limit our liability for death or personal injury, our fraud or any other liability which we may not by law exclude or limit.

10. Indemnity

10.1 You agree to indemnify us, our directors, employees, agents, and contractors for any loss suffered, or any costs that may be incurred arising from your breach of these Terms of Use or your use of this Website.

11. Contact us

11.1 We have a number of links on this Website. These may take you to other websites. The purpose of these links is to provide you with easy access to further information you may need in making your purchase decision. In no circumstances do we make representations about the accuracy of any information contained on any other websites. We exclude all liability for any loss, damage, cost or expense you incur in accessing or attempting to access a third party site.

11.1 If you have any questions concerning this Website or the services and products we provide, please [contact us](#) .

12. General

12.1 If any part of these Terms of Use is determined to be legally invalid or unenforceable, such provision will be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms will continue unaffected.

12.2 You or we will not be prevented from taking any further action if you or we fail to enforce the rights granted under these Terms of Use.

12.3 These Terms of Use constitute the entire agreement between you and us relating to your access to and use of this Website and supersedes any prior agreements (including any previous terms of use of this Website).

13. Governing law

13.1 These Terms of Use and your access to and use of this Website is governed by and will be interpreted in accordance with the laws of Victoria, Australia.

13.2 Each of you and us submits to the non-exclusive jurisdiction of the courts of Victoria, Australia in connection with these Terms of Use and your access to and use of this Website.

