

Terms of use

1. GENERAL

1.1 This website is operated by Residential Builders Underwriting Agency Pty Ltd (ABN 55 604 481 521, AFSL 477528) (**RBUA**). By using this website you acknowledge and agree to these terms and any additional terms, notices and disclaimers which appear on this website and the RBUA Privacy Policy (**Terms of Use**).

1.2 RBUA may alter these Terms of Use from time to time without notice. Your continued use of the website following those changes indicates your acceptance of those changes.

2. RESTRICTIONS ON USE

2.1 You agree that you will not:

2.1.1 use this website for your commercial purposes (including sending unsolicited commercial messages to brokers);

2.1.2 send any material that could be considered harmful, obscene, indecent, lewd, or otherwise objectionable;

2.1.3 falsely misrepresent your identity or affiliation in any way;

2.1.4 modify, distribute, transmit, communicate, or publish any content on this website; or

2.1.5 use any data mining, robots, or similar data gathering and extraction methods from the website.

2.2 Any unauthorised use of the website may result in suspension or refusal of access to or use of the website.

3. COLLECTION AND USE OF INFORMATION

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

4. DISCLAIMERS AND LIMITATION

General advice

4.1 This website contains general advice only. It has been prepared without taking into account your particular objectives, financial situation or needs. Before acting on the advice, you should consider the appropriateness of the advice, having regard to your objectives, financial situation and needs.

Limitation

4.2 The *Competition and Consumer Act 2010* (Cth) may confer rights, guarantees and remedies on you in relation to the provision of goods and services by RBUA, which cannot be excluded, restricted or modified. RBUA does not exclude, restrict or modify those rights.

4.3 To the fullest extent permitted by law, RBUA's liability for breach of any guarantee, which cannot be excluded, is limited at the option of RBUA to, in the case of products or services supplied or offered by RBUA which are not of a kind ordinarily acquired for personal, domestic or household use or consumption:

4.3.1 the supply of the products or services again; or

4.3.2 the payment of the cost of having the products or services supplied again.

4.4 Except for the rights, guarantees and remedies which cannot be excluded, restricted or modified:

4.4.1 RBUA 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 these Terms of Use; and

4.4.2 RBUA limits its liability in relation to any direct loss to \$100.

Third party content

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

Third party links

4.6 This website may contain links to third party sites. RBUA makes no warranties or representations:

4.6.1 regarding the condition or the content of those sites; or

4.6.2 regarding the quality, accuracy, merchantability or fitness for purpose of any information, products or services on those sites.

4.7 The 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.

5. COPYRIGHT

5.1 RBUA reserves all copyright in the content and design of this website.

5.2 You may make a temporary copy of part or all of this website for the sole purpose of viewing it, and print a copy for personal use.

5.3 You must not otherwise reproduce, adapt, store, transmit, print, display, publish or create derivative works from any part of the content or design of this website except with RBUA's prior written consent or as permitted by applicable copyright legislation.

6. COOKIES

6.1 This website uses "cookie" technology 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.

6.2 If you do not wish information to be gathered on a cookie you should disable the acceptance of cookies by your web browser. Your Internet Service Provider may be able to assist you with this.

7. STATEMENT OF THE LAW

7.1 Statements made on the RBUA website are not intended to be statements of law.

8. JURISDICTION

8.1 The laws governing these Terms of Use will be the laws of New South Wales, Australia.