

HIH WEBSITE TERMS OF USE

1. Legal effect of these Terms of Use

- 1.1 These terms, together with any additional terms, notices and disclaimers (together the **Terms of Use**) contained elsewhere on this website (the **HIH Website**), comprise the conditions on which you may have access to the HIH Website and use of content and other services on the HIH Website.
- 1.2 The HIH Website is operated by Alexander Macintosh and Anthony McGrath as joint liquidators (the **Liquidators**) for HIH Insurance Limited ABN 34 008 636 575 (In Liquidation) and those of its subsidiaries which are also in liquidation (together the **HIH Companies**). In these Terms of Use, the Liquidators and the HIH Companies are jointly and severally referred to as **we, us or our**.
- 1.3 Your continued access and use of the HIH Website constitutes your ongoing acceptance and acknowledgment of the Terms of Use, as amended from time to time. If you object to any of these conditions, you must immediately discontinue your access to and use of the HIH Website.
- 1.4 We may vary these Terms of Use at any time, but do not undertake to keep the HIH Website updated. We will give notice of any variations to you by posting the revised Terms of Use on the home page of the HIH Website. Your continued use after such notice will constitute acceptance of the variation.

2. Services we provide

Content

- 2.1 All content and other services on the HIH Website are provided in good faith and we will use reasonable endeavours to ensure that they are accurate and current as at the date of publication. However, we make no warranty as to the reliability, accuracy or completeness of such content and services. You use such content and other services at your risk and should not rely on them as advice.
- 2.2 The HIH Website may contain hyperlinks to websites operated by a third party. Those websites are not part of the HIH Website and, unless otherwise indicated, are not under our control. We have no responsibility for the contents of any such linked websites, and you access them at your own risk. We have not checked the accuracy or completeness of the information or the suitability or quality of the content of any such linked websites. You must make your own enquiries with the relevant third party direct before relying on the third party information or entering into a transaction in relation to any such linked websites. You should check with the third party whether there are additional charges and terms which may apply.

Security

- 2.3 For security reasons we may require you to re-authenticate yourself from time to time, for example after a period of inactivity on the connection between your browser and the HIH Website servers. We are not responsible for any information you may lose if the HIH Website servers terminate your browser session due to prolonged periods of inactivity between your browser and the HIH Website servers.

3. Your conduct

- 3.1 You are responsible for all equipment and software used to access the HIH Website and information or services on it.
- 3.2 You must take your own precautions to ensure that your equipment and software, and whatever you take from the HIH Website is free of viruses or other damaging codes.
- 3.3 You must not:

- (a) use the HIH Website for any activities, or post or transmit to or via the HIH Website any information or materials, which breach any laws, infringe a third party's rights, or are contrary to any relevant standards or codes;
- (b) use the HIH Website in a way or post to or transmit to or via the HIH Website any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other user from using or enjoying the HIH Website;
- (c) use our services to send unsolicited bulk electronic mail messages or chain letters to anyone;
- (d) impersonate any person or make any fraudulent or speculative enquiries, bookings, reservations or requests using the HIH Website;
- (e) use another person's name, username or password without our permission;
- (f) post, or transmit via the HIH Website, any unlawful, defamatory, obscene, indecent, inflammatory or pornographic material, or material that could give rise to civil or criminal proceedings;
- (g) tamper with, hinder the operation of or make unauthorised modifications to the HIH Website;
- (h) knowingly transmit any virus or other disabling feature to the HIH Website; or
- (i) attempt any of the above acts or permit another person to do any of the above acts.

3.4 We may, but have no obligation to, monitor your use of the HIH Website.

4. Use of your information and material

4.1 When you send us any feedback, suggestions, ideas or other materials in relation to or via the HIH Website, you agree that we can use, reproduce, publish, modify, adapt and transmit them to others free of charge and without restriction, subject to our obligations in relation to privacy, as set out in the [Privacy Statement](#). The [Privacy Statement](#) explains in general terms how we protect the privacy of your personal information. It also sets out matters which we are required to disclose to individuals under National Privacy Principles 1.3 and 1.5.

5. Copyright and trade marks

Copyright

5.1 Copyright in the HIH Website and content on it belongs to us or our licensors.

5.2 You are provided access to the HIH Website only for your personal and non-commercial use. Subject to applicable laws, you may not, without our permission:

- (a) store, distribute, perform, communicate to the public, adapt or create derivative works from any part of the HIH Website; or
- (b) commercialise any information or services obtained from the HIH Website.

Trade marks

5.3 The trade marks used on the HIH Website are our trade marks or the trade marks of a third party.

5.4 Nothing on the HIH Website should be construed as granting any licence to use any trade mark without the permission of the owner.

5.5 You must not use any of our trade marks:

- (a) as or as part of your trade marks;
- (b) in connection with goods or services which are not ours;

- (c) in a manner that may be confusing, misleading or deceptive; or
- (d) in a manner that disparages us or our information or services or the HIH Website.

6. Disclaimer and limitation of liability

- 6.1 To the extent permitted by law, all warranties, conditions and representations about the HIH Website, the availability for your access and use of the HIH Website or the services and the information provided on the HIH Website are excluded.
- 6.2 If a term is implied by law into these Terms of Use and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included in these Terms of Use. However, our liability for breach of such term will, to the extent permitted by law, be limited, at our option, to the supply of the relevant services again or the payment of the cost of having the services supplied again.
- 6.3 To the extent permitted by law, we and our officers, employees, agents or related bodies corporate will not be liable in any way (including in contract, for negligence or otherwise) for any loss, damage, costs or expenses suffered by you or claims made against you in connection with:
 - (a) your use of the HIH Website;
 - (b) any lack of availability, interruption, delay in operation, virus, Internet access difficulties, or equipment malfunction in relation to the HIH Website;
 - (c) any failure to provide the HIH Website; or
 - (d) any services or information supplied, offered or advertised on the HIH Website.

7. Termination

- 7.1 We may suspend, terminate or limit your access to the HIH Website, effective immediately, if, in our reasonable opinion, you breach any of these Terms of Use.
- 7.2 We may at any time suspend, limit or terminate:
 - (a) any service provided on the HIH Website; or
 - (b) all access and use of the HIH Website.

8. General

- 8.1 These Terms of Use are governed by the law in force in New South Wales, Australia. Both you and we irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them.
- 8.2 If any of these Terms of Use are invalid or unenforceable, it will be struck out and the remaining terms will remain in force.
- 8.3 If we do not act in relation to a breach by you of these Terms of Use, this does not waive our right to act with respect to subsequent or similar breaches.