

## Terms and Conditions

Use of @QBECConnect is subject to the following Terms and Conditions.

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## 1. Important Information

- 1.1 You can use @QBECConnect to access information in respect to insurance policies and workers compensation claims issued or underwritten by Us through @QBECConnect's on-line services. Please read these Terms and Conditions carefully as they govern Your use of @QBECConnect. It is important that You know Your rights and obligations before using @QBECConnect.
- 1.2 To print the Terms and Conditions, select the printer icon and print from the menu displayed above. By using @QBECConnect, You agree that You have been given an opportunity to retain these Terms and Conditions for subsequent reference. In the absence of a specific written request by You, You will not otherwise be provided with a copy of these Terms and Conditions.
- 1.3 If You have any questions or comments in relation to @QBECConnect service, please contact our Key Accounts Business Relationship Manager or your Service Manager contact. They will be able to assist You with any query You may have about @QBECConnect.

## 2. Definitions

- 2.1 In these Terms and Conditions unless the contrary intention appears, the following definitions apply:
  - (a) **Access Service Provider** means an online internet service provider, providing connection via the internet.
  - (b) **Application** means computer systems and software provided by Us including associated media, which is accessible on-line to facilitate access to @QBECConnect.
  - (c) **@QBECConnect** means @QBECConnect Workers Compensation Reporting computer access facility made available through the internet to You to view workers compensation claim and insurance policy details as authorised from time to time.
  - (d) **Business Day** means any day on which banks are open for business in Your State or Territory where You access @QBECConnect but does not include Saturday, Sunday or any public holiday.
  - (e) **Information** means all electronic or written data, documents and information in any form whatsoever, including but not limited to employer information and workers compensation claim details.
  - (f) **Insurance business** means that part of the business of QBE concerned with worker compensation insurance.
  - (g) **Insurance policy** means a policy of insurance underwritten or issued by QBE and includes any endorsement or variations to that policy.
  - (h) **Nominee** means the person or persons nominated by You to access @QBECConnect on Your behalf.
  - (i) **Password** means a form of personal identification in the form of a protected word or string of characters which is allocated to You by Us to access @QBECConnect.
  - (j) **Personal information** means personal and sensitive information as defined under the Privacy Act 1988 (Cth) as amended from time to time.
  - (k) **Primary Contact** means the person to whom access is approved and given by Us to @QBECConnect and includes You.
  - (l) **Terms and Conditions** means these Terms and Conditions governing the use of @QBECConnect.
  - (m) **We, Our or Us** means QBE Insurance (Australia) Limited (ABN 78 003 191 035) and its related bodies corporate.
  - (n) **Workers compensation claim** means a workers compensation claim made under a policy of insurance underwritten or issued by Us.
  - (o) **You, Your or Yourself** means the person who accesses @QBECConnect on Your behalf and includes Your Nominee where applicable, as authorised from time to time.

## 3. Interpretation

- 3.1 In these Terms and Conditions the following rules of interpretation apply unless the context otherwise requires:
  - (a) a reference to the singular includes the plural and vice versa, words which indicate a gender include other genders and a reference to a person includes a body corporate;
  - (b) headings are included for guidance and identification only and do not form part of these Terms and Conditions.

## 4. Accepting Terms and Conditions

- 4.1 You agree that use of @QBEEConnect by You or Your Nominee will constitute Your and Your Nominees agreement to these Terms and Conditions. You agree to use @QBEEConnect in accordance with these Terms and Conditions. Please ensure that You and Your Nominee read these Terms and Conditions.

## 5. Access to and Use of @QBEEConnect

- 5.1 Access to @QBEEConnect is restricted to a Primary User approved by Us and Your Nominees.
- 5.2 You will be provided with on-line access to @QBEEConnect to enable You or Your Nominees to view workers compensation claim details and insurance policies (as authorised by Us), unless the usage or access to @QBEEConnect is suspended or cancelled under these Terms and Conditions.
- 5.3 By accessing @QBEEConnect You agree that the information in @QBEEConnect is based on information You or Your Nominee has provided to Us and forms the basis of Our records. We will use our best endeavours to ensure that the information contained on @QBEEConnect is accurate, however we are not responsible for the accuracy, completeness or currency of the information held. For the purposes of these Terms and Conditions, if there is a dispute as to the correctness or otherwise of information contained on @QBEEConnect or hard copy information held by Us, the hard copy information will be deemed correct until determined otherwise under Our dispute resolution procedures.
- 5.4 You are responsible for maintaining the secrecy and confidentiality of all password and login information provided to You for access to @QBEEConnect.
- 5.5 You acknowledge that access to @QBEEConnect is through Your Access Service Provider and that such access is governed by any terms and conditions prescribed by Your Access Service Provider and any the relevant laws or regulations of the State or Territory from where you access @QBEEConnect.
- 5.6 You warrant that You will not use or attempt to use the Application to make unauthorised use or access to information pertaining to insurance policies or workers compensation claim details displayed on @QBEEConnect. You further warrant that You will not distribute, transmit, publish, copy, screen scap, manipulate, share, record or exploit any information including personal information with a third party relating to an insurance policy or workers compensation claim for any purpose other than as Nominee, unless authorised by Us.
- 5.7 You acknowledge that any disclaimer, copyright, trademark, governing law and agency notices displayed by Us, applies to Your use of @QBEEConnect.
- 5.8 You acknowledge and agree that We may at any time add to, remove, change or impose restrictions on the use or functions performed by @QBEEConnect.
- 5.9 The use of @QBEEConnect outside of Australia is subject to the laws and regulations of Australia, and is subject to availability by Us and Your Access Service Provider.
- 5.10 The use of @QBEEConnect by you is free of charge.

## 6. Termination of Access and Use of @QBEEConnect

- 6.1 Upon finalisation of workers compensation claims or expiry of Your insurance policy we may terminate Your access rights to @QBEEConnect, relevant to those policies of insurance or workers compensation claims.

## 7. Your Nominee

- 7.1 You may nominate any person or persons to a maximum of ten (10) persons (unless We expressly extend the maximum number of persons permitted) to be Your Nominee to access insurance policies and workers compensation claim details.
- 7.2 Your Nominee will be authorised to separately access insurance policy and workers compensation claim details accessible through @QBEEConnect.
- 7.3 You may with Our consent restrict Your Nominees' access to @QBEEConnect.
- 7.4 You are responsible for the actions of Your Nominees who access @QBEEConnect.
- 7.5 You must not let anyone (other than Your Nominee) use @QBEEConnect.

## 8. Your Obligations to Us

- 8.1 You shall keep confidential and shall not disclose or provide to any person, corporation or organisation (other than Your Nominee) any password or login information provided to You by Us without Our prior written consent.

## 9. Service Levels

- 9.1 We will use Our reasonable endeavours to make @QBEEConnect available between the hours of 5.00 am and 11.00 pm AEST Monday to Friday and between the hours of 8.00 am to 5.00 pm AEST on Saturdays.
- 9.2 We may at any time, interrupt access to @QBEEConnect for any necessary backups, security patches or maintenance.
- 9.3 We or any of our related bodies corporate shall not be liable to You if @QBEEConnect is not available due to factors outside Our control, including, but not limited to, telecommunications failure or fault, defective network or internet connections, defective equipment utilised by You or incorrect operation by You or Your Nominee.
- 9.4 You are responsible for providing Your own internet facilities including desktop operating systems, internet browser, terminal, modem and telecommunication facilities necessary for accessing @QBEEConnect.
- 9.5 We may cancel or suspend access to @QBEEConnect at any time, where we become aware of any actual, intended or threatened breach of these Terms and Conditions.
- 9.6 9.6 We may monitor usage of @QBEEConnect for quality control purposes including prevention of fraud or breach of any of these Terms and Conditions.

## 10. Our Privacy Promise to You

- 10.1 We will comply with the Privacy Act 1988 (Cth), the National Privacy Principles contained in the Privacy Act and any other statute, regulation or law in Australia or elsewhere which relates to the protection of personal information and which We must observe.
- 10.2 We will only use any Personal Information for the purpose of providing You with @QBEEConnect on-line services and updating Your insurance policy and workers compensation claim details. Relevant personal information may be disclosed to persons or organisations that assist Us with the provision of these services or where disclosure is required by law or a regulatory body, or disclosure is made to a person who has a need to know the information for the purposes of these Terms and Conditions or to enable Us to update Your workers compensation claim details and on the basis that the person keeps the information confidential.

## 11. Disclaimer of Warranty

- 11.1 We will utilise and employ commercially reasonable safety and security measures for data transmission and processing and for protection against unauthorised access to @QBEEConnect with respect to personal information stored by Us or information being processed by Us.
- 11.2 No other warranty or condition is expressed and none shall be implied, including any warranty of fitness for use or for a particular purpose, satisfactory quality, title or non-infringement.

## 12. Your Indemnity

- 12.1 You will indemnify Us and be liable for any loss or damage which We incur due to Your actions or omissions including but not limited to fraud, negligence or any failure to comply with Your obligations under these Terms and Conditions when accessing @QBEEConnect.

## 13. Implied Terms

- 13.1 Where legislation implies in these Terms and Conditions any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such conditions or warranty, the condition or warranty shall be deemed to be included in these Terms and Conditions. However, Our liability for breach of any such condition or warranty shall be limited where permitted, at Our option to supply the services again; or the payment of the cost of having the services supplied again.

## 14. Variation or Change in Terms and Conditions

- 14.1 We reserve the right to vary the Terms and Conditions from time to time, including the right to terminate any or all of the services offered through @QBEEConnect. You will be notified of any change or variation when you access @QBEEConnect.
- 14.2 Your continued use of @QBEEConnect after a variation specified in clause 16.1 becomes effective, will constitute Your acceptance of the variation or change to these Terms and Conditions.

## 15. Delivery of Notices to You

- 15.1 All notices and other communications which concern @QBECConnect or these Terms and Conditions shall be in writing. We may give to You a Notice either by:
- (a) personal service at Your last known address; or
  - (b) prepaid post to Your last known address as notified. The notice shall be deemed to have been received three (3) business days after despatch by prepaid post; or
  - (c) subject to receiving Your express consent, delivering it to You by e-mail transmission to Your last e-mail address recorded, in which case the notice shall be deemed to have been received immediately; or
  - (d) newsletter situated on the log-in page of @QBECConnect.

## 16. Delivery of Notices to Us

- 16.1 All notices to Us concerning @QBECConnect Reporting System or these Terms and Conditions shall be in writing, signed by You or Your Nominee and sent to:

General Manager  
QBE Workers Compensation  
GPO Box 82  
SYDNEY NSW 2001

or email [qbeconnect.reporting@qbe.com](mailto:qbeconnect.reporting@qbe.com).

## 17. Prohibition of Enforceability

- 17.1 If any provision of these Terms and Conditions is invalid or unenforceable, in a particular jurisdiction:
- (a) it is ineffective only in that jurisdiction, and only to the extent of the invalidity or unenforceability;
  - (b) it does not affect the validity or enforceability of that provision in any other jurisdiction, or the remaining provisions of these Terms and Conditions in any other jurisdiction;
  - (c) the application of this clause is not limited by any other provision of these Terms and Conditions in relation to severability, prohibition or enforceability; and
  - (d) it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to their terms.

## 18. Entire Agreement

- 18.1 These Terms and Conditions constitute the entire agreement between Us and You relating to @QBECConnect and supersedes all earlier proposals, arrangements, statements or conduct between You and Us with respect to @QBECConnect.

## 19. Governing Law

- 19.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the State or Territory in Australia where You access or use @QBECConnect. You expressly agree to submit any dispute arising out of or relating to these Terms and Conditions to the non-exclusive jurisdiction of the Courts or Tribunals of those States or Territories.