

PLATFORM TERMS AND CONDITIONS

When we provide Software Services under these Terms, this is a cloud-based platform (**Platform**) where individuals and businesses, including Insurance Brokers, Insurance Intermediaries and Insurers, can connect to facilitate sourcing insurance policies with access to other project management functionality.

Despite anything to the contrary, these Terms do not contemplate the provision of financial services. The Software Services provided under these Terms are only related to the provision of the Platform. Our ability to provide additional services is set out at clause 2.9.

These Terms apply to all users of the Platform. In these Terms, when we say **you** or **your**, we mean:

- a Subscriber;
- a Guest User, and

any entity the Subscriber or Guest User is authorised to represent (such as an employer).

Subscribers can consist of customers who are:

- seeking introductions to Insurance Brokers, Insurance Intermediaries and Insurers, and other general project management functionality;
- Insurance Brokers;
- Insurance Intermediaries; and
- Insurers

using the Software Services. Where required to provide certainty under these Terms we may use varying definitions.

When we say **we**, **us**, or **our**, we mean Arrange Group Pty Ltd (ABN 43 684 193 664).

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Software Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: hello@WeArrange.com.au

These Terms were last updated on 23 February 2026.

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information;
- clause 1.3 (Variations) which sets out how we may amend these Terms;
- clause 4 (Software Subscription) which sets out important information about your Software Subscription, including whether you can cancel your Software Subscription and whether your Software Subscription auto-renews; and
- clause 10 (Liability) which sets out exclusions and limitations to our liability under these Terms.

We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through our Platform, or for featuring certain goods or services on our Platform.

These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Engagement and Term

- 1.1 These Terms apply from when you sign up for an Account, until the date on which your Account is terminated in accordance with these Terms. We grant you a right to use our Software Services for this period of time only.

By accessing the form and clicking "I accept", a Guest User agrees to be bound by these Terms, which will apply only for the duration of the session or task for which access was provided, and expire on the earliest of:

- (a) the relevant form has been submitted;
- (b) the session or task is otherwise complete;
- (c) the Subscriber or we revoke access to the form; or
- (d) 7 days from the date the access link was generated.

After expiry, a Guest User will have no further right to access the Platform.

1.2 You must be at least 18 years old to use our Platform.

1.3 Variations: We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use our Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may close your Account and cancel your Software Subscription with effect from the date of the change in these Terms by providing written notice to us. If you cancel your Software Subscription:

- (a) you will no longer be able to access our Software Services (including our Platform) on and from the date of cancellation; and
- (b) if you have paid Software Subscription Fees upfront, you will be issued a pro-rata refund based on the portion of the Software Subscription Period remaining.

2. Our Services

2.1 Our Software Services comprise:

- (a) access to our Platform (subject to these Terms); and
 - (b) access to our troubleshooting support (Support Services),
- (collectively, our Software Services).

2.2 The Software Services available to you depend on your user type:

- (a) Subscribers and their Authorised Users have access to our Platform and Support Services; and
- (b) Guest Users have access only to specific forms made accessible to them by a Subscriber.

2.3 If you require Support Services, you may request these by getting in touch with us through our Platform.

2.4 Unless we agree otherwise, Support Services cannot be used to support any other products or services, and do not include training, installation of software or hardware, software development or the modification, deletion or recovery of data or any on-site services.

2.5 Where we require access to your premises or computer systems in order to provide our Software Services, you agree to provide us with such access free from risk to the safety of our employees and contractors.

2.6 Our Software Services do not constitute, and are not a substitute for, financial, legal, insurance or risk management advice.

You acknowledge and agree that under these Terms:

- (a) We only provide the Platform and the Software Services;
- (b) We are not providing any financial services or a Contract of Insurance; and
- (c) We do not guarantee that any user of the Platform will successfully obtain insurance from an Insurance Broker, Insurance Intermediary or Insurer through our Platform.

You must conduct your own due diligence and you cannot solely rely on our Platform for obtaining insurance or any financial benefit.

We make no representations or warranties regarding the accuracy, reliability or legality of any information, products or services offered by Subscribers or Guest Users on the Platform (including Insurance Brokers, Insurance Intermediaries or Insurers).

We are not liable for and you agree to release us from all liability for any damages or losses arising from your interactions or transactions with Insurance Brokers, Insurance Intermediaries, Insurers or other third parties on the Platform.

- 2.7** We will not be responsible for any other services unless expressly set out in these Terms or on our Platform.
- 2.8** You agree to (and to the extent applicable, ensure that your Authorised Users agree to):
- (a) comply with these Terms, all applicable laws, and our reasonable requests;
 - (b) where you are an Insurance Broker, Insurance Intermediary or Insurer, to the extent applicable to your use of the Software Services, hold all necessary licences, registrations and authorisations required under applicable laws and regulations to lawfully promote and sell financial products. You agree to be solely responsible for ensuring your compliance with all relevant financial services, insurance and consumer protection laws in offering the products or services through our Platform;
 - (c) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Software Services; and
 - (d) not disclose (or attempt to disclose), or provide access to, the Software Services to third parties without our prior written consent.
- 2.9** **Additional Services:** If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us). Additional services may include financial services, described in the financial services guide on our website, or training services.
- 2.10** **Beta Services:** If we provide a Subscriber with access to any new or beta services, the Subscriber acknowledges that because of the developmental nature of such services, they are used at the Subscriber's own risk and we have no obligation to maintain or provide error corrections. Any new or beta services we provide a Subscriber with access to are for evaluation purposes only and not for production use, and we may discontinue those services at any time at our sole discretion.
- 2.11** **Third Party Products or Services:** Where you engage third parties to operate alongside our Software Services (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise under clause 2.9.

3. Account

- 3.1** You must sign up for an Account and select a Software Subscription in order to access and use our Platform.
- Guest Users may access specific forms made accessible to them by a Subscriber, without an Account, via a link provided by that Subscriber. Guest Users must not share that access link with any other person or entity.
- 3.2** The following provisions of this clause 3.2 apply to Subscribers only. You may invite Authorised Users to access and use our Software Services under your Account. Each of your Authorised Users will require a login (which is linked to your Account), in order to access and use our Platform. You are responsible for ensuring that your Authorised Users comply with these Terms. You may change who your Authorised Users are at any time through your Account, and what access rights or permissions they have when using our Platform. Any limitations on the number of Authorised Users you can have will be set out in your Account or on our Platform.
- 3.3** While you have an Account with us, you agree to (and to ensure your Authorised Users agree to):
- (a) keep your information up-to-date (and ensure it remains true, accurate and complete);
 - (b) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and
 - (c) notify us if you become aware of, or have reason to suspect, any unauthorised access to your Account or any logins linked to your Account.

4. Subscriptions (Subscribers Only)

- 4.1** The following provisions of clause 4 only apply to a Subscriber and not to a Guest User. Your access rights and available features will be determined by both:
- (a) the platform(s) you are registered for; and
 - (b) the Software Subscription applicable to that platform.

We offer access to the following platform categories, and the features available to you may vary between categories and between Software Subscriptions:

- (a) client platform;

- (b) advisor platform; and
- (c) insurer (including underwriting agencies) platform.

4.2 When you create your Account, you must choose a Software Subscription.

4.3 The Software Subscriptions we offer will be set out on our Platform, including details of each Software Subscription's features and limitations, Software Subscription Fees and Software Subscription Periods.

4.4 During the Software Subscription Period, you will be billed for the Software Subscription Fees on a recurring basis, as set out on our Platform (Billing Cycle).

4.5 You will be billed for any Software Subscription Fees due at the beginning of each Billing Cycle. Our payment methods will be set out on our Platform. If you choose to pay your Software Subscription Fees using one of our third-party payment processors, you may need to accept their terms and conditions (if this is the case, these will be set out on our Platform).

4.6 You must not pay, or attempt to pay, any Software Subscription Fees by fraudulent or unlawful means. If you make payment by debit or credit card, you must be the authorised card holder. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third-party payment processor to debit your bank account in accordance with your chosen Software Subscription, and you confirm that you are either the holder or an authorised signatory of that bank account.

4.7 To reduce the risk of fraud (including email compromise or cyber scams), if you receive any communication purporting to change our bank account details, you must first confirm the change verbally with a known and trusted contact. We are not liable for any loss if you fail to verify our bank account details.

4.8 Cancellation: Your Software Subscription continues for the Software Subscription Period, and at the end of each Software Subscription Period, provided you have paid all Software Subscription Fees owing, your Software Subscription will be automatically renewed for recurring monthly periods (each of which will be considered a Software Subscription Period). If you wish to cancel your Software Subscription, you may do so through your Account. Your cancellation will take effect at the end of your current Software Subscription Period, and your Software Subscription will not be renewed (meaning you will need to continue paying all Software Subscription Fees due up until your current Software Subscription Period ends). Upon the effective date of cancellation, your Account will be closed.

4.9 Late Payments: If any Software Subscription Fees are not paid on time, we may:

- (a) suspend your access to our Software Services (including access to our Platform); and
- (b) charge interest on any overdue payments at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly.

4.10 Trial Periods: When you first sign up for an Account, we may offer you the option to try a Software Subscription out for free, for the period of time set out in our offer. At the end of this free trial, you will begin to be charged the Software Subscription Fees for your chosen Software Subscription.

4.11 Taxes: You are responsible for paying any levies or taxes associated with your use of our Software Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

5. Platform Licence

5.1 While you have an Account, we grant you and your Authorised Users a right to use our Platform (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person and, if you have a Software Subscription, will also be subject to the conditions of your Software Subscription (as set out on our Platform or in your Account). A Guest User's right to use the Platform is limited to the specific forms made accessible to them by a Subscriber, and does not extend to any other functionality of the Platform.

5.2 You must not (and you must ensure that your Authorised Users do not):

- (a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
- (b) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
- (c) introduce any viruses or other malicious software code into our Platform;

- (d) use any unauthorised or modified version of our Platform, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Platform;
- (e) attempt to access, edit, or submit any data or log into any server or account that you are not expressly authorised to access;
- (f) use our Platform in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
- (g) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or
- (h) access or use our Platform to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

6. Availability, Disruption and Downtime

- 6.1** While we strive to always make our Software Services available to you, we do not make any promises that these will be available 100% of the time. Our Software Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.
- 6.2** Our Software Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.
- 6.3** We will try to provide you with reasonable notice, where possible, of any disruptions to your access to our Software Services.

7. Intellectual Property and Data

- 7.1** We own all Intellectual Property Rights in our Software Services (including our Platform). This includes how our Platform looks and functions, as well as our copyrighted works, trademarks, inventions, designs and other Intellectual Property. You agree not to copy or otherwise misuse our Intellectual Property without our written permission (for example, to reverse engineer or discover the source code of our Intellectual Property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on our Platform.
- 7.2** We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

Your Data

- 7.3** We do not own any of Your Data, but when you enter or upload any of Your Data into our Platform, you grant us the right to access, analyse, back up, copy, store, transmit, and otherwise use Your Data while you have an Account with us or use our Platform (and for a reasonable period of time afterwards including as contemplated in clause 8). We may use Your Data (or disclose it to third party service providers) to:
 - (a) supply our Software Services to you and your Authorised Users (for example, to enable you and your Authorised Users to access and use our Software Services), and otherwise perform our obligations under these Terms;
 - (b) diagnose problems with our Software Services;
 - (c) improve, develop and protect our Software Services;
 - (d) send you information we think may be of interest to you based on your marketing preferences;
 - (e) perform analytics for the purpose of remedying bugs or issues with our Platform; or
 - (f) perform our obligations under these Terms (as reasonably required).
- 7.4** You acknowledge and agree that because of the nature of the internet, the processing and transmission of Your Data by us may occur over various networks.
- 7.5** You are responsible for (meaning we are not liable for):
 - (a) the integrity of Your Data on your systems, networks or any device controlled by you or your Authorised Users; and
 - (b) backing up Your Data.

7.6 When you use our Software Services, we may create anonymised statistical data from Your Data and usage of our Software Services (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve our Software Services, to develop new services or product offerings (including but not limited to developing new and improving existing statistical models and/or artificial intelligence capability or systems), to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

7.7 If you do not provide Your Data to us, it may impact your ability to receive our Software Services.

8. Confidential Information and Personal Information

8.1 While using our Software Services, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any Authorised Users, employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (in other words, the disclosure is absolutely necessary), and that they also agree not to misuse or disclose such confidential information.

8.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.

8.3 We collect, hold, disclose and use any Personal Information you provide to us in accordance with our privacy policy, available on our website, and in accordance with the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth), and any other applicable laws relating to privacy (Privacy Laws).

8.4 You must ensure that:

- (a) you have collected, used, stored and otherwise dealt with Personal Information in accordance with the Privacy Laws; and
- (b) we are capable of collecting, using, storing and otherwise dealing with Personal Information provided by you or your Authorised Users, in the manner contemplated by these Terms, without infringing any third party rights or violating any Privacy Laws.

8.5 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).

8.6 We may need to disclose Personal Information to third parties, such as our related companies or our service providers (for example, IT and administrative service providers and our professional advisors).

8.7 Where we are required by law to report on our activities, you acknowledge that from time to time we may request certain information from you in order to meet our requirements, and you agree to provide us with such information within the timeframes reasonably requested by us.

8.8 Without limiting clause 7.6 and to the extent permitted by law, if you close your Account, these Terms are terminated or otherwise expire (including where a Guest User's access expires or is revoked), you acknowledge, agree and consent to us retaining certain Personal Information provided by you in connection with any transactions or interactions you had with other users of the Platform (including Insurance Brokers, Insurance Intermediaries or Insurers) for the purposes of the Insurance Brokers, Insurance Intermediaries or Insurers continuing to service any active insurance policies or products purchased by you.

8.9 We require retaining this Personal Information to identify you, facilitate Insurance Brokers, Insurance Intermediaries or Insurers to service the policy/product, comply with regulatory requirements, and handle any claims or renewals related to that policy/product, even after your Account is closed or you cease using the Platform. The scope of Personal Information retained will be limited to what is reasonably necessary for Insurance Brokers, Insurance Intermediaries or Insurers to fulfil their obligations under the applicable policy. We will make reasonable efforts to delete or anonymise any other Personal Information you have provided that is not required for servicing of active policies/products after Account closure or cessation of use.

9. Consumer Law Rights

9.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (Consumer Law Rights), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms.

9.2 Subject to your Consumer Law Rights, we do not provide a refund for a change of mind or change in circumstance.

9.3 If you accept these Terms in Australia, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)). If our Platform is not ordinarily used for personal, household or domestic use, our liability for a breach of your Consumer Law Rights is limited to either resupplying our Software Services, or paying the cost of having our Software Services resupplied.

10. Liability

10.1 To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:

- (a) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems); or
- (b) any use of our Software Services by a person or entity other than you or your Authorised Users.

10.2 Regardless of whatever else is stated in these Terms, to the maximum extent permitted by law:

- (a) neither we nor you are liable for any Consequential Loss;
- (b) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss;
- (c) (where our Software Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Software Services again or paying the cost of having the Software Services supplied again; and
- (d) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to the amount of any Software Subscription Fees paid by you to us in respect of the supply of the relevant Software Services to which the Liability relates, or if no Software Subscription Fees have been paid or you are a Guest User, to AU\$500.

11. Suspension and Termination

11.1 We may suspend your access to our Software Services where we reasonably believe there has been any unauthorised access to or use of our Software Services (such as the unauthorised sharing of login details or access links for our Platform). If we suspend your access to our Software Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Software Services will end.

11.2 We may terminate these Terms (meaning you will lose access to our Software Services, including access to your Account, and any Software Subscription will be cancelled) if:

- (a) you fail to pay your Software Subscription Fees when they are due;
- (b) you or your Authorised Users breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
- (c) you or your Authorised Users breach these Terms and that breach cannot be remedied; or
- (d) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).

11.3 You may terminate these Terms if:

- (a) we breach these Terms and do not remedy that breach within 14 days of you notifying us of that breach; or
- (b) we breach these Terms and that breach cannot be remedied, and

if you have paid Software Subscription Fees upfront, you will be issued a pro-rata refund of any unused Software Subscription Fees based on the portion of the then-current Software Subscription Period remaining.

11.4 You may also terminate these Terms at any time by notifying us through your Account or to our email for notices (as set out in clause 12.8), and if you have a Software Subscription, termination will take effect at the end of your current Software Subscription Period.

11.5 Subject to clause 8.8, upon termination of these Terms, we will retain Your Data (including copies) as required by law or regulatory requirements. We will retain any anonymised statistical data in perpetuity.

11.6 Termination of these Terms will not affect any other rights or liabilities that we or you may have.

12. General

12.1 **Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.

12.2 **Disputes:** Neither we nor you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (Dispute) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If the Dispute is not resolved at that initial meeting:

(a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or

(b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Melbourne, Victoria, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

12.3 **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations (including our Software Services), if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.

12.4 **Governing law:** These Terms are governed by the laws of Victoria, and any matter relating to these Terms is to be determined exclusively by the courts in Victoria and any courts entitled to hear appeals from those courts.

12.5 **Illegal Requests:** We reserve the right to refuse any request for or in relation to our Software Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.

12.6 **Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.

12.7 **Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.

12.8 **Notices:** Any notice you send to us must be sent to the email set out at the beginning of these Terms. Any notice we send to you will be sent to the email address registered against your Account or, where you are a Guest User, to the email address provided by you when accessing the Platform.

12.9 **Publicity:** You agree that we may advertise or publicise the fact you are a customer of ours, for example on our website or in our promotional material, and you grant us a right to display and use your logo and branding solely for that purpose.

12.10 **Survival:** Clauses 7 to 11 will survive the termination or expiry of these Terms.

12.11 **Third Party Sites:** Our Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations in relation to the suitability of those websites. If you purchase goods or services from a third party website linked from our Platform, those goods or services are being provided by that third party, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform. We will make it clear by notice to you which (if any) goods or services, or website links, we receive a benefit from by featuring them on our Platform.

13. Definitions

13.1 In these Terms:

Account means an account accessible to the individual or entity who signed up to our Software Services, under which Authorised Users may be granted access.

Authorised User means a user that you have invited to use the Platform through your Account.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Software Services (including our Platform) will not constitute "Consequential Loss".

Contract of Insurance has the same meaning given in the *Insurance Contracts Act 1984* (Cth) and the *Insurance Act 1973* (Cth).

Guest User means an individual or entity who accesses specific forms made accessible to them on the Platform by a Subscriber, via a link provided by that Subscriber, and who does not hold an Account.

Insurance Intermediary as defined under section 11 of the *Insurance Contracts Act 1984* (Cth), means a person who:

- (a) for reward; and
- (b) as an agent for one or more insurers or as an agent for intending insureds;

arranges contracts of insurance in Australia or elsewhere, and includes an Insurance Broker.

Insurer has the same meaning given in the *Insurance Act 1973* (Cth).

Insurance Broker has the same meaning given in the *Insurance Contracts Act 1984* (Cth).

Intellectual Property Rights or **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

Personal Information means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

Platform means our cloud-based platform that we provide you with access to as part of the Software Services.

Software Services means the services we provide to you, as detailed in clause 2.1.

Software Subscription means the Software Subscription plan you have chosen through our Platform, which you use to access certain features and benefits.

Software Subscription Fees means the fees you pay to us to access your chosen Software Subscription.

Software Subscription Period means the duration of your Software Subscription (such as monthly, annually, or as otherwise set out on our Platform).

Subscriber means a person or entity that has an active Software Subscription (including a \$0 plan).

Your Data means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you and your Authorised Users when receiving our Software Services or stored by or generated by your use of our Software Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with our Software Services. Your Data does not include any data or information that is generated as a result of your usage of our Software Services that is a back-end or internal output or an output otherwise generally not available to users of our Software Services.