



Website Terms & Conditions

## WEBSITE TERMS & CONDITIONS

### INTRODUCTION

Welcome to **our** website [www.figilife.com.au](http://www.figilife.com.au) which is owned and operated by Future Insurance Group International Pty Ltd (FiGi Life) ACN 619 183 149, AFSL 506558. Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with **our** Customer Privacy Policy govern FiGi Life's relationship with you in connection with this website. Should you not agree with any of these terms and conditions, please do not use **our** website.

If you purchase products through **our** website, there may be additional terms and conditions relating to the purchase. Please make sure you agree with these terms and conditions, which you will be directed to read prior to making your purchase.

As the business environment changes and FiGi Life evolves, **we** may need to update **our** terms and conditions. **we** will announce changes on **our** website, and **we** may also notify you by sending you an email. Any reference to "**us**", "**we**" or "**our**" means Future Insurance Group International Pty Ltd (FiGi Life).

### ACCURACY OF CONTENT

**We** have taken care and precautions to ensure that the information **we** provide on this website is accurate. However, **we** cannot guarantee, nor do **we** accept any legal liability permissible by law arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this website or on any linked site. Your use of any information or materials on this website is entirely at your own risk, for which **we** shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

### USE

Our website is made available for your use on your acceptance and compliance with these terms and conditions. By using this website, you are agreeing to these terms and conditions.

You agree that you will use this website in accordance with all applicable local, state and national laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use the website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or in an obscene way or in any other inappropriate way or in a way which conflicts with the website or the services. Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

If you contribute to **our** forum (if any) or make any public comments on this website which are, in **our** opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the website or the services offered, then **we** may at **our** discretion, refuse to publish such comments and/or remove them from the website.

You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website. **we** reserve the right to refuse or terminate service to anyone at any time without notice or reason.

Every effort is made to keep the website up and running smoothly. However, **we** take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond **our** control.

### PASSWORDS AND LOGINS

You are solely responsible for maintaining the confidentiality of your passwords and username/login details and for all activities carried out under your password and login. **we** reserve all rights to terminate accounts, edit or remove content and cancel orders at **our** discretion.

## INDEMNIFICATION FOR LOSS OR DAMAGE

You agree to indemnify **us** and hold **us** harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this website or the services or information offered on this website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitor's fees of every kind and nature incurred by you or any third parties through you.

## INTELLECTUAL PROPERTY AND COPYRIGHTS

This website contains material, which is owned by or licensed to Us, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the website or in connection with the services. You must not use or replicate **our** copyright material other than as permitted by law. Specifically, you must not use or replicate **our** copyright material for commercial purposes unless expressly agreed to by Us, in which case **we** may require you to sign a licence agreement.

If you wish to use content, images or other of **our** intellectual property, you should submit your request to **us** at the following email address:

[info@figilife.com.au](mailto:info@figilife.com.au)

## TRADEMARKS

The trademarks and logos contained on this website are trademarks of Future Insurance Group International Pty Ltd (Trading as FiGi Life). Use of these trademarks is strictly prohibited except with **our** express, written consent. All trademarks reproduced in this website, which are not the property of, or licensed to Us, are acknowledged on the website.

## LINKS TO EXTERNAL WEBSITES

This website may contain links that direct you outside of this website. These links are provided for your convenience and are not an express or implied indication that **we** endorse or approve of the linked website, its contents or any associated website, product or service. **We** accept no liability for loss or damage arising out of or in connection to your use of these sites.

This website may also, on occasion, include links to other websites which are not controlled by Us. These links are provided for your convenience to provide you with further information or access to additional services. You acknowledge that they are used at your own risk. They do not signify that **we** recommend or endorse the websites. **we** have no control over the nature, content and availability of those websites.

You may link to **our** articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on **our** part in respect to your website, unless **we** have expressly agreed in writing. **We** may withdraw **our** consent to you linking to **our** site at any time by notice to you.

## LIMITATION OF LIABILITY

**We** take no responsibility for the accuracy of any of the content or statements contained on this website or in relation to **our** services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all **our** services are provided without a warranty with the exception of any warranties provided by law. **We** are not liable for any damages whatsoever, incurred as a result of or relating to the use of the website or **our** services.

## INFORMATION COLLECTION

Use of information you have provided **us** with, or that **we** have collected and retained relating to your use of the website and/or **our** services, is governed by **our** Privacy Policy. By using this website and the services associated with this website, you are agreeing to the Privacy Policy. To view **our** Privacy Policy and read more about why **we** collect personal information from you and how **we** use that information, please visit [www.figilifecom.au](http://www.figilifecom.au).

This website uses cookies to monitor browsing preferences. If you allow cookies to be used, the following personal information may be stored by **us** for use by third parties: name, date of birth, state, address, sex, marital status and occupation.

## CONFIDENTIALITY

All personal information you give **us** will be dealt with in a confidential manner in accordance with **our** Privacy Policy. However, due to circumstances outside of **our** control, **we** cannot guarantee that all aspects of your use of this website will be confidential due to the potential ability of third parties to intercept and access such information.

## GOVERNING LAW

These terms and conditions are governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in New South Wales.

**We** retain the right to bring proceedings against you for breach of these Terms and Conditions, in your state of residence or any other appropriate country or jurisdiction.

## USER GUIDELINES

**We** are committed to providing you with a service that protects your lifestyle. **We** respect you and your information and opinions and appreciate you being part of the FiGi Life community. In return, **we** expect you to respect the FiGi Life community and to use the FiGi Life service responsibly.

The following is not permitted for any reason whatsoever:

- Modify, rent, lease, loan, sell, distribute, or create derivative works based on the FiGi Life Service;
- Exploit the FiGi Life Service or third-party intellectual property in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity;
- Copy, upload, download, or share files unless you have the right to do so;
- Compete with FiGi Life or try to drive traffic away from FiGi Life;
- Store or aggregate FiGi Life's data, except as expressly permitted by FiGi Life;
- Slander or disparage FiGi Life;
- Probe, scan, or test the vulnerability of any system or network;
- Breach or otherwise circumvent any security or authentication measures;
- Interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of FiGi Life;
- Plant malware, spyware or otherwise use FiGi Life to distribute malware;
- Access or search FiGi Life by any means other than **our** publicly supported interfaces;
- Send unsolicited communications, promotions or advertisements, or spam;
- Send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- Publish anything that is fraudulent, misleading, or infringes another's rights;
- Impersonate or misrepresent your affiliation with any person or entity;
- Publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred; and
- Violate the law in any way, or to violate the privacy of others, or to defame others.

You acknowledge and agree that violating any of the above may result in immediate termination or suspension of your FiGi Life account.

## HOW TO CONTACT us

If you have further questions about the terms and conditions of [www.figilife.com.au](http://www.figilife.com.au), please contact **us**:

Email: [info@figilife.com.au](mailto:info@figilife.com.au)