



## Terms and Conditions

This Website ([www.kanop COVER.com](http://www.kanop COVER.com)) (**Website**) is owned and operated by Expense Check Pty Ltd (ABN: 34 163 634 946 trading as Kanopi Cover) (**Kanopi**). By accessing and/or using this Website and related services, you agree to these terms and conditions (**Terms**), and to our privacy policy available at <https://kanopi-server-static.s3.amazonaws.com/Kanopi+Cover+--+Privacy+Policy.pdf> (**Privacy Policy**). You should review our Privacy Policy and these Terms carefully and immediately cease using our Website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means Kanopi.

If you use the Kanopi website on behalf of a business, that business is taken to have accepted these Terms and you are taken to have been duly authorised to bind the business.

### THE MOST IMPORTANT POINTS

- You are responsible for ensuring that any and all information you provide is accurate and complete, as this will affect the insurance cover and quote we present you.
- If you upload or otherwise use data provided by a third party service for the purposes of using Kanopi, the company (and you, if you make any changes to the data), not Kanopi, is responsible for the accuracy of that data. Kanopi does not check that the data is correct or otherwise take any responsibility for the content of material provided to you by your company.

### COLLECTION NOTICE

We collect personal information about you in order to provide you with Kanopi's services and for purposes otherwise set out in our Privacy Policy at <https://kanopi-server-static.s3.amazonaws.com/Kanopi+Cover+--+Privacy+Policy.pdf>.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services or products to you. We may also disclose your personal information to recipients that are located outside of Australia.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at [privacy@kanop COVER.com](mailto:privacy@kanop COVER.com).

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.



## ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

The information on our Website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our Website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this Website. You should monitor any changes to the information contained on this Website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this Website or a linked Website. You must take your own precautions to ensure that whatever you select for your use from our Website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the Website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the Website updated. We are not liable to you or anyone else if errors occur in the information on the Website or if that information is not up-to-date.

## PURCHASES

In Australia, our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. nothing in these terms and conditions purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other laws. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the Competition And Consumer Regulation 2010 are expressly excluded where permitted, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.

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## **UNACCEPTABLE ACTIVITY**

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our Website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this Website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this Website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our Website, we have the right to take down this information at our sole discretion and without notice.

## **WARRANTIES AND DISCLAIMERS**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this Website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this Website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this Website, any Content, or any feature of this Website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.



## LIABILITY

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our Website and/or the information or materials contained on it, or as a result of the inaccessibility of this Website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

The liability of Expense Check to you:

- for a failure to comply with any Non-excludable Obligation, except for services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which liability is not so limited under these terms and conditions); or
- in connection with your use of Expense Check or this Website or the performance or non-performance of Expense Check or this Website, and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity, other than for a Non-excludable Obligation,

is limited to supplying the services again or payment of the cost of having the services supplied again.

## JURISDICTION AND GOVERNING LAW

Your use of the Website and these Terms are governed by the law of Victoria and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria.

