



comparethemarket[®]

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Acceptance of Terms

This document governs Your use of the CTM Websites. The other terms and conditions contained in the [CTM Privacy Policy](#) and on the CTM Websites also form part of CTM’s agreement with you. Please read them carefully before proceeding.

Your use of and access to the CTM Websites is conditional upon Your acceptance and compliance with these Terms. Your use of and access to either of the CTM Websites constitutes Your agreement to be bound by these Terms. From time to time, CTM may change these Terms, without notice. Any subsequent use of or access to either of the CTM Websites by You will mean that You have accepted the changes to these Terms.

If You do not agree to these Terms, You must not use or access the CTM Websites.

These Terms are intended to be for the benefit of each of CTM, its Related Bodies Corporate and their respective Personnel.

The Compare the Market Website

The CTM Websites provide an information service to obtain quotes and compare certain products and services on the basis of particular criteria You may select including brand and price. The products and services quoted and compared are not representative of all the products and services available in the market. At times, not all brands or products from those brands may be available or offered to you.

The CTM Websites provide You with factual information, advertisements and links to other websites. It may also contain general recommendations about products and services and what to consider when buying. However, it contains no personal recommendations, suggestions or advice about the suitability of a product or service for You and Your needs, and does not take into account Your individual circumstances.

Before acting on the information and guidance provided by the CTM Websites, You should evaluate Your own individual needs, objectives and situation and which products are suitable for You, and if necessary seek independent financial or investment advice before making a decision to acquire.

Use and Access

The CTM Websites and their Content are made available only to genuine bona fide website users. The Compare the Market Website is for website users interested in comparing for themselves, the goods and services available for ranking and comparison on the Compare the Market Website and any other person who has our prior written consent to do so. The Compare the Meerkat Website is for website users interested in comparing and learning more about the Meerkats. By using either of the CTM Websites You warrant that You are such a website user.

You must not use either of the CTM Websites or their Content for commercial purposes (including for competitive advantage or to the competitive disadvantage of CTM, its Related Bodies Corporate or any Supplier);

- in any manner that is inconsistent with the purpose for which the CTM Websites are provided;
- in any manner which is in breach of any laws; or
- in any other way which is not expressly permitted by these Terms or CTM.

Without limiting the above, You will not and will not permit a third party to:

- use or access the CTM Websites or their Content in a way that infringes the intellectual property rights or other rights of any person;
- copy or disclose to any person, any Content other than as expressly permitted by these Terms;
- use any method or process (including data scraping, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repackaging the Content;
- reverse engineer, disassemble or otherwise attempt to construct or identify the CTM Websites' source code, formulas or processes;
- use, access or retain any Content in any manner or form whatsoever, unless expressly permitted by these Terms;
- use systematic, repetitive or any other methods which are designed to obtain a large number of quotes, comparisons, rankings or other pricing and related information from the CTM Websites;
- use, obtain or attempt to obtain from the CTM Websites, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems;
- do anything which will or may damage, disrupt access to or interfere with the proper operation of the CTM Websites;
- do anything which will or may place an unreasonable load on the infrastructure of the CTM Websites;
- post, distribute or send any 'spamming material' or any other form of bulk communication;
- impersonate any person or entity;
- use the CTM Websites to harass, defame, abuse, threaten or otherwise offend others; and
- transmit any material which contains viruses or other computer codes designed to interrupt, limit or destroy the efficient operation of the CTM Websites, their software or hardware.

Disclaimer – Compare the Market Websites

Subject to these Terms, You agree that Your use of and access to the CTM Websites (including by creating and using a customer account) is at Your own risk.

CTM tries to ensure that the Content (which includes information supplied by third parties) is accurate and up-to-date. Please write to CTM at the CTM Address, if You spot an error. However (to the maximum extent permitted by law), CTM does not warrant the accuracy, adequacy or completeness of the Content, and You should not rely upon the Content as being accurate, complete or up-to-date. CTM recommends You confirm the information and results obtained on the Compare the Market Website with the relevant provider or Supplier.

CTM will take reasonable steps to provide a safe and reliable service. But there are some risks with using the internet. CTM does not guarantee that the CTM Websites will be free from viruses. CTM accepts no responsibility for any harmful computer code that might be introduced to Your system by using the CTM Websites (to the maximum extent permitted by law).

CTM does not guarantee that access to the CTM Websites will be uninterrupted, timely or secure, or that it will always operate as intended, and CTM accepts no responsibility in that regard (to the maximum extent permitted by law).

The CTM Websites, or any product or service available on them, may be changed or withdrawn at any time, without notice.

Your access to the CTM Websites may be terminated at any time, without notice, for whatever reason. You must not, in any way, access the CTM Websites or their Content after termination of Your access. But the disclaimers, limitation of liability and indemnity provisions in these Terms will survive the termination of Your access. Any licenses or other rights You granted to CTM will also survive termination of that access.

Disclaimer – CTM Email

You agree that Your use of the information contained in a CTM Email is at Your own risk.

CTM does not warrant the accuracy, adequacy or completeness of the information in a CTM Email and You should not rely upon the content as being accurate, complete or up-to-date. CTM recommends You confirm the news, information and offers contained in the CTM Email with the relevant offeror(s), provider(s) and Supplier(s).

CTM does not guarantee that the CTM Email will be free from viruses. CTM accepts no responsibility for any harmful computer code that might be introduced to Your system by accessing a CTM Email (to the maximum extent permitted by law).

CTM does not guarantee that the sending of the CTM Emails will be uninterrupted or timely and CTM accepts no responsibility in that regard (to the maximum extent permitted by law).

The sending of the CTM Emails may cease at any time, without notice.

Disclaimer – customer accounts

You agree that Your creation and use of a customer account for the CTM Website is at Your own risk.

CTM will take all reasonable steps to maintain the security of the information provided in Your customer account as explained in our Privacy Policy. It is Your responsibility to select a strong password and ensure that it is:

- a) not disclosed to any other individual or third party; and
- b) regularly rotated and not used with any other password protected service.

We may use the information you provide in your customer account to prefill relevant fields on the CTM Website to assist you to complete a quote comparison (or other activity). It is Your responsibility to ensure that the information you provide in your customer account is accurate, up to date and not misleading or deceptive. CTM will not be responsible for quote or coverage inaccuracies (including any Loss you may suffer) as a consequence of the use of information from your customer account.

Liability and Indemnity

Except for obligations imposed by law that cannot be excluded, You agree that CTM, CTM's Related Bodies Corporate and their respective Personnel will not be liable for any Loss arising out of, as a result of or relating to the CTM Websites, the Content, the use of or access to the CTM Websites including (without limitation) that arise as a result of:

- any unauthorised access of or breach of security to either of the CTM Websites for whatever reason;
- any error, faults, omissions, inaccuracies or misrepresentation in relation the CTM Websites and their Content; and
- the transmission of any computer virus.

You agree that, to the maximum extent permitted by law, in no circumstances whatsoever will an Indemnified Person be liable for any indirect, incidental, special or consequential Loss or damage or loss of profits however caused.

Jurisdiction

The information on the CTM Websites is provided for Australian residents only. The law applicable in the state of Queensland, Australia will apply to these Terms, use of the CTM Websites and the resolution of any disputes arising from access to and use of the CTM Websites. You and CTM submit to the exclusive jurisdiction of the court and tribunals of the state of Queensland.

Vehicle Information

Automotive Data Services Pty Ltd (Red Book) has prepared this data and valuations from information gathered from a variety of sources. Whilst all care is taken in producing the data and valuations. Red Book cannot guarantee or make any representations regarding the use of, or reliance, on it. Red Book is not responsible for all the information provided to it and You should not rely on the data or valuations without making Your own independent assessment of the vehicle and other sources of information. Red Book is not liable for any Loss (other than in respect of any liability which may not lawfully be excluded) relating to Your use of, or reliance on, this valuation and data.

Definitions

Auto & General means Auto & General Insurance Company Ltd ACN 111 586 353 AFSL 285 571.

AGS means Auto & General Services Pty Ltd ACN 003 617 909 AFSL 241411.

Compare the Market Website means the webpages located at www.comparethemarket.com.au.

Compare the Meerkat Website means the webpages located at www.comparethemeerkat.com.au.

Content means the content, text, data, information, images, pages, materials, tools and results contained on either of the CTM Websites.

Credit Guide means the Credit Guide on the CTM Websites,

CTM means Compare The Market Pty Ltd ACN 117 323 378; AFSL 422926 (and in respect of life insurance and income protection insurance, AR 434310, and in respect of home loan products, ACL 422926).

CTM Address means PO Box 301, Toowong QLD 4066.

CTM Email means an email sent by or on behalf of CTM to You (as requested by You) providing news, information and offers about CTM and the CTM Websites.

CTM Websites means collectively and individually, the Compare the Market Website and the Compare the Meerkat Website, whichever is applicable.

FSG means the Financial Services Guide relating to general insurance products.

Indemnified Person means CTM and CTM's Related Bodies Corporate and their respective Personnel.

Loss means any damage, loss, cost, expense or liability however it arises and whether it is direct or indirect, present or future, fixed or unascertained, actual or contingent and includes all legal costs and expenses.

Meerkats means special and unique meerkat characters that appear on the Compare the Meerkat Website.

Personnel means the directors, officers, employees, agents and contractors of a person.

Related Bodies Corporate has the same meaning as in the *Corporations Act 2001* (Cth) and in respect of CTM includes AGS, Auto & General.

Supplier means a participating supplier or provider of the goods and services which are available for ranking and comparison on the CTM Websites. In respect of comprehensive car insurance and home & contents insurance, only those providers who participate in the Car Insurance Comparison and/or provide quotes for the home & contents insurance products are "Suppliers" for the purposes of this definition.

Terms means these website terms of use along with the CTM Privacy Policy, the Financial Services Guide, the Credit Guide and any other terms and conditions set out on the CTM Websites.

You or Your means the user of either of the CTM Websites.