

## **Sear & Associates Pack and Send Registration and Quoting System – User Agreement**

By logging onto, accessing and using the Sear & Associates Pack and Send Registration and Quoting system, on your own behalf and /or on behalf of your employer or principal, you agree to be bound by these terms. If you do not agree to any of these terms, you may not access the system. All access to the system is monitored and logged, any unauthorised users will be considered to be in breach of privacy and confidentiality at law.

Only authorised current Pack and Send Franchisees are provided with User Name and Password access to the Sear & Associates Pack and Send Registration and Quoting system. Authorised current Pack and Send Franchisees must keep their User Name and Password confidential and must not divulge their User Name and Password to any third party, person, firm or entity.

Immediately upon knowledge or suspicion that their User Name and Password has become know to or used by a third party, person, firm or entity the Franchisee agrees to notify Sear & Associates in order that the existing User Name and Password can be cancelled and a new User Name and Password issued for the purpose of maintaining the commercial value, security, privacy and confidentiality of the system.

The Sear & Associates Pack and Send Registration and Quoting system provides Pack and Send Franchisees with access specifically and only for the following purposes:-

- Authorised Franchisee Registration of Silver Service Consignments over the blanket limit \$25,000
- Authorised Franchisee pricing of Additional Gold Service Coverage over the blanket limit \$25,000
- Authorised Franchisee arranging coverage for Additional Gold Service over the blanket limit \$25,000

Authorised current Pack and Send Franchisees are entitled to use the system for the purpose of fulfilling and completing transactions under their authorised Pack and Send consignment notes only. The use and application of the system is subject to the terms and conditions of the current Pack and Send Franchisee Insurance policies, procedures and M.O.A

All and any premiums, prices, terms, conditions or coverage produced or granted from the system is represented as part of current Pack and Send Franchisee Insurance policies in force at the time of use only. Nothing produced from the system is to be construed to be a quotation or advice on an insurance product for any other third party, person, firm or entity.

Any information relating to premiums, prices, terms, conditions or coverage does not constitute a insurance quote, insurance advice or insurance cover for any other person, firm or entity other than the authorised current Pack and Send Franchisee whom has accessed the system using their User Name and Password.

Pack and Send Franchisees must not offer to sell, acquire or arrange or provide advice on an insurance product to any other person, firm or entity unless they have been specifically authorised as a representative of a Financial Services Licence Holder. It is an offence to offer to sell, acquire, arrange or provide advice on an insurance product unless you are licenced or duly authorised to do so. For the avoidance of doubt, Sear & Associates do not authorise any Pack and Send Franchisee to provide insurance services under their AFSL.

This Registration and Quoting system, and all accompanying files, data and materials, are made available "as is" and with no warranties of any kind, whether express or implied except as required by law. If you intend to rely on this Registration and Quoting system for commercial purposes you must ensure you are familiar with all current Pack and Send Franchisee Insurance policies, procedures and M.O.A and assume any risk for loss that may occur for failure to comply therewith.

Each user shall not disclose to Third Parties nor use for any purpose other than stated above any technical or commercial information received from the system in whatever form unless such information:-

- is in the public domain at the time of receiving, or
- later becomes part of the public domain, or
- was known to the Third Party prior to receiving, or
- is disclosed to the Third Party by a person specifically authorized to do so

The contract arising out of this agreement is governed by the laws and courts of Australian in the relevant State of use.