

## **Moneyhound Health - Website Terms of Use**

The Site is hosted and managed by Site CTM on behalf of Moneyhound. The meaning given to certain words used in these Terms are contained in the “Definitions” section below.

### **Acceptance of Terms**

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

Your use of and access to the Site is conditional upon your acceptance and compliance with these Terms. Your use of and access to either of the Site 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 Site 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 Site.

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

### **The Site**

The Site provides an information service to obtain quotes and compare health insurance 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.

The Compare the Market Website provides you with factual information, advertisements and links to other websites. It may also contain general recommendations about health insurance 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 Site, 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.

### **Comparing Health Insurance Products**

For health insurance products, always read the policy documentation from the relevant Supplier before making any decision to acquire or hold insurance.

The health insurance products compared on the Site and through the Call Centre are not representative of all products available in the market. We compare a range of products (being the Participating Health Products) from the following health insurance brands: AHM, Bupa, CBHS and GMF.

The Site and the Call Centre do not compare all of the insurance products offered by the participating health insurance providers, but only a range which are made available to CTM for comparison being the Participating Health Products. The Participating Health Products can vary from time to time and when we provide you with a comparison, we are only comparing those Participating Health Products which may suit your needs.

In respect of health insurance products compared through the Site or through the Call Centre, CTM acts as an agent of the health insurance provider and will receive a fee.

### ***Who Will You Deal With?***

If you decide to apply for a health insurance product, by using a link on the Site or through the Call Centre, CTM will collect your application and payment details and submit those to the relevant health insurance provider.

### **Use and Access**

The Site and their Content are made available only to genuine bona fide website users. The Site is for website users interested in comparing for themselves, the goods and services available for ranking and comparison on the Site and any other person who has our prior written consent to do so. By using the Site you warrant that you are such a website user.

You must not use either of the Site 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 Site 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 Site 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;
- use any method or process to consolidate or combine the Content with any other content, data, information, images or material;
- reverse engineer, disassemble or otherwise attempt to construct or identify the Site' 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 Compare the Market Website;
- use, obtain or attempt to obtain from the Site, 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 Site;
- do anything which will or may place an unreasonable load on the infrastructure of the Site;
- post, distribute or send any 'spamming material' or any other form of bulk communication;
- impersonate any person or entity;
- publish or disseminate any material which is unlawful, defamatory, indecent, offensive or inappropriate;
- use the Site 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 Site, their software or hardware.

### **Disclaimer – the Site**

Subject to these Terms, you agree that your use of and access to the Site 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 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 Site with the relevant 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 Site will be free from viruses. CTM accepts no responsibility for any harmful computer code that might be introduced to your system by using the Site (to the extent permitted by law).

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

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

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

### **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) 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 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 extent permitted by law).

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

### **Third Party Sites and Advertising**

If the Site contains links to other websites operated by third parties, CTM does not recommend or endorse those other websites or the products and services provided on those sites. CTM is not responsible for the condition or content of those websites as CTM does not have control over those websites. CTM makes no representations about the accuracy of any information contained on any other websites and is not responsible for any Loss arising directly or indirectly from you using, accessing or attempting to access those websites.

You must obtain CTM's prior written permission to link to either of the Site.

The Site may display third party advertising. CTM does not recommend or endorse the third party advertiser, its products or services.

### **Intellectual Property**

The Site (including the software, layout and design of or underlying the quoting, ranking and comparison system contained within it) and their Content are subject to copyright. You may view the Site using your browser and print out or download a copy for your personal and non commercial use. Except as otherwise provided by law, all other use, copying, reproduction, dissemination, modification, distribution, transmission, republication, display or performance of all or part of the Site is prohibited. Nothing in these Terms constitutes a transfer of any intellectual property rights.

CTM, its Related Bodies Corporate and the Suppliers own or licence certain trademarks which appear on the Site. Unauthorised use of those marks is prohibited.

### **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 referable to the Site, the Content, the use of or access to the Site including (without limitation) that arising as a result of:

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

You agree that, to the 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.

To the extent permitted by law, you agree to indemnify and keep indemnified each Indemnified Person against all actions or claims which may be brought against each Indemnified Person by any person and all Loss suffered or incurred as a result of:

- your breach of these Terms;
- your breach of any other legal obligation or law;
- your acts or omissions;

- your use of the information contained in a CTM Email; and
- your use of and access to the Site.

### **Privacy Policy**

Your privacy is very important to CTM. CTM may ask you to provide personal information when you use the Site. The way in which CTM collects, uses and discloses personal information is set out in the CTM Privacy Policy which is available on the Site.

### **Online security**

For your protection, services that involve the provision of confidential information are provided via a secure server. The information is encrypted using the Secure Socket Layer Protocol. This will significantly improve the security of the information you provide.

### **Jurisdiction**

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

### **Contacting CTM**

If you have any technical issues when using the Site or any suggestions on how they can be improved, please contact the Website Administrator at the CTM Address.

### **Definitions**

**Call Centre** means the call centre operated by CTM for the promotion, quotation and sale of the Participating Health Products.

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

**CTM** means Compare The Market Pty Ltd ACN 117 323 378.

**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 Site.

**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.

**Moneyhound** means Yahoo!7 Money Hound Pty Ltd ACN 151 232 450.

**Participating Health Products** means various health insurance products made available by the participating health insurance providers for comparison on the Site.

**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.

**Site** means the Moneyhound branded web page that is hosted and managed by CTM at <http://healthinsurance.yahoo.com.au/healthinsurance> and its associated sub-domains.

**Supplier** means a participating supplier or provider of the goods and services which are available for ranking and comparison on the Site.

**Terms** means these website terms of use along with the CTM Privacy Policy and any other terms and conditions set out on the Site.

**You** means the user of either of the Site.

Last updated: 12 November 2014