

TERMS OF USE

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Your access and use of this website constitutes your agreement to the following Terms of Use, Disclaimer, Privacy Policy and any other terms or conditions on this website. We may alter the Terms of Use from time to time without notice.

This website means all webpages located on the smartbroker.com.au domain name and any related sub-domains, any links and attachments within the website. If you do not agree to the Terms of Use do not use this website.

ABOUT THIS WEBSITE

MGA Insurance Brokers are a licensed Insurance Brokerage, with a national network of offices that specialise in Strata Insurance.

This website provides a facility where you can enter information to request Strata Insurance quotations from us for a service fee. If one of the quotations provided is accepted by you within 30 days, you will be referred to one of our MGA Brokers listed on this website to arrange placement of your selected quote and upon confirmation of insurance your service fee will be deducted from your total premium payable.

ECOMMERCE

Please note that when you submit a quotation request through the website, no agreement is formed until we process and accept your request and send you a confirmation. If we are unable to complete the quotations, we will process a full refund as soon as practicable.

SERVICE LEVEL AGREEMENT

We will do our best to provide quotation options to you within 7-10 business days where possible.

PAYMENT

You agree to pay us the price as listed on the website for our services as described. Any services will not commence until we receive confirmation of your payment. If your payment is not received by us for various reasons, you acknowledge that we are not liable to you in any way for loss or damage, howsoever caused, directly or indirectly, in connection with the transmission of your payment.

We currently accept payments by credit card. In making a payment, you warrant to us that you've read and agreed to the terms of the third-party gateway which are available on their website <https://stripe.com/en-au/customer-portal/legal>.

You understand that these services are provided by third parties and are made available to you on our website for your convenience only. We are not responsible for any issues, loss or damage arising out of those facilities. If you have an issue with a third-party provider on our website, please contact them directly.

NO PROFESSIONAL ADVICE

The information on this website is intended to provide general information only and before deciding whether to purchase an insurance policy, you should consider your personal circumstances and the relevant Product Disclosure Statement, Target Market Determination or Policy Wording which is available on request.

ACCURACY OF INFORMATION

We have taken all reasonable care in providing you with accurate information on this website, subsequent changes in circumstances may occur from time to time that may impact on the accuracy of the information. We reserve the right at any time without notice to revise the contents of this website including these Terms of Use. Any changes to these Terms of Use will be posted on this website and by continuing to use this website following any such change you will signify that you agree to be bound by the revised Terms of Use.

PRIVACY AND CONFIDENTIALITY

Any communication or material sent by you to the website by electronic mail or otherwise, including any data, questions, submissions, or comments, are and will be treated as non-confidential, except to the extent that any such communication or material or any part of it comprises personal information as defined in the Privacy Act 1988 (Cth).

We respect your privacy. Our Privacy Policy, which forms part of these Terms, applies to any personal information collected by us from users of the website. Please refer to MGA's Privacy Policy on this website.

Stripe's Privacy Policy is located at <https://stripe.com/en-au/privacy>

INTELLECTUAL PROPERTY

You acknowledge and agree that all intellectual property rights owned by us or to which we are entitled before and after this agreement will remain our sole property and that nothing in this agreement transfers any ownership in our intellectual property rights to you.

DISCLAIMER

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This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

GENERAL

In these Terms of Use, any reference to "you", "your" includes a reference to anyone acting on your behalf or with your express or implied authority.

"Smartbroker", "MGA Insurance Brokers", "MGA", "we", "us", "our" refers to MGA Insurance Brokers Pty Ltd.

These Terms of Use between you and us will be governed by the laws of South Australia, Australia. You agree that any dispute or legal proceeding in relation to this website shall be brought exclusively in the courts of South Australia.

If any provision or part of a provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, all other provisions shall remain in full force and effect.

These Terms of Use comprise the entire agreement between you and us.