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Bingle Online Terms of Use & Privacy Statement

In short referred to as Bingle's "**Online Terms**". These Online Terms are dated 23 February 2012.

Read these Online Terms to understand how Bingle:

- operates and regulates its online sites including its social media sites;
- operates any online insurance quoting, purchase and policy management transactions; and
- handles your personal information when you interact with us online (see terms 24 to 32).

1. About Bingle's online sites

1.1 Bingle.com Pty Ltd (ABN 93 121 114 574) ("**Bingle**", "**we**" or "**us**") operates Bingle online sites ("**Online Site(s)**"), including our:

- 1.1.1 main website (www.bingle.com.au) ("**Main Site**");
- 1.1.2 mobile device site(s) ("**Mobile Site(s)**") which for the purposes of these Online Terms forms part of the Main Site;
- 1.1.3 social media site(s) ("**Social Media Site(s)**") as operated from time to time; and
- 1.1.4 competition website (www.binglecomps.com.au) ("**Competition Site**").

When providing financial services in Australia Bingle acts as an authorised representative of, and is fully underwritten by, Australian Associated Motor Insurers Ltd ("**AAMI**") which holds Australian Financial Services Licence no. 238173. Bingle's authorised representative number is 312 546.

If you obtain a quote, purchase insurance cover or administer your insurance on our Main Site or our Mobile Site, your transaction will be conducted over a secure internet connection – see term 27.3 for details. Please be aware that certain parts of our Main Site, Competition Site and/or any Mobile Site may additionally function as a Social Media Site. By this we mean that the information and content you submit to a social media section of our Main Site, Competition Site and/or any Mobile Site will be freely visible to other website users. Any social media sections of our Main Site, Competition Site and/or any Mobile Site will be either clear to you from their design, or we will otherwise inform you of their public nature. Any information or content you supply to our Social Media Site(s) will be treated by Bingle in accordance with terms 9 and 27, and otherwise in accordance with these Online Terms (as relevant).

1.2 Bingle may operate an Online Site for its own benefit and/or for the benefit of one or more of its related bodies corporate, which collectively form the Suncorp Group of companies in Australia and New Zealand ("**Suncorp Group**").

1.3 Our Online Site may include may include product advertising, services, information, text, graphics, materials, social media forums, applications, functions and promotions, unless disclaimed otherwise or where not permitted by law or by an online host site's rules ("**Site Content**"). Your use of any of our Online Sites, including any Site Content, is governed by these Online Terms, together with the Suncorp Group's overarching Privacy Policy (Privacy Policy available at suncorp.com.au/corporate/legal/privacy-policy). See terms 24 to 32 below for how Bingle handles any personal information it collects as a result of your interaction with our Online Sites.

1.4 In addition to these Online Terms, other terms of use or conditions may apply to your use of any of our Online Sites (or parts thereof) or to any products or services offered via our Online Sites. If such additional terms of use or conditions apply, we will bring them to your attention (as required by law) and you will be bound by them. For example, should you decide to participate in a promotion that is advertised or otherwise featured on one or more of our Online Sites, you will be additionally bound by the relevant terms and conditions for entry into that promotion. Should any term within these Online Terms conflict with a promotion's terms and conditions, the later will prevail to the extent of the conflict.

1.5 Bingle owns and operates the Main Site, any Mobile Site (which forms part of the Main Site) and the Competition Site. These sites include all web pages under or forming part of the domain name bingle.com.au and binglecomps.com.au (as relevant). Our Mobile

Site(s) are designed for use by portable electronic devices such as smart phones or tablet computers. Bingle disclaims that our Mobile Site(s) may not operate (or may not operate fully) on some types of portable electronic devices. If you experience difficulty in accessing or using our Mobile Site(s), you should access our Main Site (www.bingle.com.au) using a modern web browser on a personal computer with a screen diameter or 10 inches or greater.

- 1.6 As part of your use of our Online Sites or Site Content you may need to agree to the terms of use of a website or application that is owned and/or hosted by one or more third party providers. If any term within these Online Terms should conflict with any third party's terms of use, the later will prevail to the extent of the conflict insofar as your use or access to that third party site is concerned.

2. Links to other websites

- 2.1 An Online Site may contain links to other websites (including other social media websites) which are owned or operated by third parties independent of Bingle ("**Third Party Sites**"). Bingle does not sponsor, endorse or approve of the operators of Third Party Sites, or material (including services, information, graphics, or data) which is located on such Third Party Sites ("**Third Party Material**").
- 2.2 An Online Site may contain or link to information about special offers, deals or promotions by persons not related to or part of Bingle ("**Third Party Offers**"). Bingle does not sponsor, endorse or approve of any Third Party Offers or Third Party Material associated with these offers.
- 2.3 Subject to any applicable law which cannot be excluded, Bingle makes no warranties or representations:
- 2.3.1 regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Third Party Sites; or
 - 2.3.2 that Third Party Material does not infringe the intellectual property rights of any person.
- 2.4 Bingle is not authorising the reproduction of Third Party Material by linking Site Content to Third Party Material.
- 2.5 When following a link on an Online Site, material at a Third Party Site may be displayed in your browser framed by Site Content. This material is also Third Party Material for the purpose of these Online Terms.

3. Your privacy

Your privacy and security is important to Bingle. Read terms 24 to 32 for information (the 'Privacy Statement' component) about how Bingle handles the information you provide it when you use one of our Online Sites.

4. Bingle's Main Site: product information and insurance purchase and renewal

4.1 Main Site content

The Bingle Main Site contains both information of a general nature about Bingle and Bingle's products and services, and also enables you to purchase and pay for some insurance products and services online.

The Bingle Main Site also enables you to renew some insurance products and services online and enables you to view, manage and change your Bingle insurance policies online using Bingle's 'self service' function available at the self service part of the Main Site (the "**Self Service Site**") subject to these Online Terms, including the specific terms of use for that service set out in term 6.

4.2 Completing transactions on the Main Site

- 4.2.1 When entering into a transaction via the Main Site, whether it be the issuance of an insurance contract, a renewal payment, or a transaction relating to any other product or service, the transaction will not be completed until an "Electronic Instruction" (being any electronic instruction, information, message, request or communication issued or transmitted to Bingle via the Main Site) containing the acceptance from you to Bingle's offer, or the confirmation of payment from you, whichever is applicable, has been received and processed by Bingle, and any

specific steps or requirements as set out in this term 4, have been complied with.

- 4.2.2 You acknowledge that the transmission of your acceptance or the confirmation of any payment, made through an Electronic Instruction, may not be received by Bingle in accordance with this term 4 for reasons beyond either parties' reasonable control including, but not limited to, mechanical, software, computer, telecommunications, or electronic failure, or the omission or failure of third party service providers or systems.
- 4.2.3 You further acknowledge that, to the extent permitted by law, Bingle is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an Electronic Instruction through the Main Site, or any failure to receive an Electronic Instruction for whatever reason.

4.3 Purchasing insurance policies

- 4.3.1 Where the Main Site enables you to purchase insurance products or services online:
- (a) the parties may enter into an insurance policy using the Main Site by Bingle making an electronic offer via the Main Site and you electronically communicating your acceptance of that offer via the Main Site to Bingle;
 - (b) Bingle may act on and process all completed Electronic Instructions transmitted or issued through the Main Site without further consent from or reference to you; and
 - (c) Bingle may treat an Electronic Instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instructions, or to verify the accuracy and completeness of such Electronic Instructions.
- 4.3.2 Creating a binding insurance contract with Bingle via the Main Site is a two-step process:
- (a) the first step is to create a quote ("**Quick Quote**") for the insurance product you are interested in and have selected. Upon completion by you of all required details, the Main Site will provide you with a Quick Quote, identified by a quote number. This Quick Quote and Quick Quote number can be saved and will remain valid and accessible on the Main Site for up to 7 days; and
 - (b) if you wish to purchase insurance in accordance with a Quick Quote provided to you by Bingle via the Main Site, then, upon completion by you of all additional required details, step two enables you to accept that Quick Quote and create a binding insurance agreement with a corresponding Bingle policy number.
- 4.3.3 When entering into a contract via the Main Site, you will be taken to have communicated your acceptance to an offer of insurance from Bingle only when:
- (a) the Electronic Instruction containing the acceptance from you enters and is recorded in the main Bingle database;
 - (b) a record is created and stored in the Bingle database;
 - (c) a Bingle policy number is generated by the Bingle database; and
 - (d) Bingle receives all required details of a current and valid payment card (being a card which you are authorised to use and which is of a card type accepted by Bingle), and from which Bingle is able to debit the premium.
- 4.3.4 If you elect to pay your premium by instalments then Bingle may (but is not obligated to) provide you with the ability to select the particular day of each month (or other instalment period) on which your payment card will be automatically debited for the relevant payment. If Bingle provides you this choice, it will be clearly explained to you. If it does not, such a restriction will be

clearly explained to you. If you elect to pay your premium by instalments (or annually in full) you agree that you will be unable to change your method of payment until the next period of cover, if offered by Bingle. You may however chose to cancel your policy and commence a new Bingle policy under an alternative payment method, if one is offered - refer to the relevant Product Disclosure Statement for full details about how and when a Bingle insurance policy can be cancelled.

- 4.3.5 A binding insurance contract is conditional on Bingle being able to successfully charge against your nominated payment card and Bingle receiving payment of your applicable premium (either by a single payment or where permitted in instalments).
- 4.3.6 Where a transaction is entered into between Bingle and you via the Main Site, a policy number will be issued by Bingle via the Main Site. However, a binding insurance agreement is not conditional on the issuance or receipt by you of a policy number but is conditional upon Bingle receiving your premium payment or your current and valid payment card details (and a valid policy commencement date election if such an option is provided to you) and if you elect to pay by instalments a valid direct debit day election when such an option is provided to you. Therefore, the failure by you to receive a policy number via the Main Site does not invalidate or otherwise prejudice the existence of an insurance contract or transaction entered into using the Main Site.
- 4.3.7 Unless the law requires otherwise, Bingle may or may not issue a paper confirmation of the insurance policy. The existence of a binding contract is not conditional on Bingle issuing, or you receiving, a paper confirmation of the transaction.
- 4.3.8 You are responsible for ensuring that you receive a policy number and should contact Bingle if one is not received.

4.4 Renewal payments

- 4.4.1 The Main Site only offers an online facility for renewal payment with selected payment cards.
- 4.4.2 The policy renewal notice will indicate how online renewal payment can be made.
- 4.4.3 Online renewal payment can be made by logging in and selecting the "Renew Policy" option on the Main Site.
- 4.4.4 When making a payment for a policy renewal via the Main Site, you will be taken to have renewed that policy only when:
 - (a) the Electronic Instruction containing the policy number, premium amount due and payment card details, and an instruction from you to renew the policy, enters and is recorded in the relevant payment database;
 - (b) Bingle receives all required details of a current and valid payment card which you are authorised to use, which is of a payment card type accepted by Bingle, and to which Bingle is able to charge the premium;
 - (c) a record is created and stored in the payment database;
 - (d) a Bingle receipt number is generated by the payment system; and
 - (e) the main Bingle database is updated with information from the payment database.
- 4.4.5 A binding insurance contract is conditional on Bingle being able to successfully charge against your nominated payment card and Bingle receiving payment of all applicable renewal amounts due for the policy (or policies) being renewed (either in a single payment or where permitted in instalments).

4.4.6 Unless the law requires otherwise, Bingle at its discretion may or may not issue a paper confirmation of the renewal payment. The existence of a valid payment is not conditional on Bingle issuing, or you receiving, a paper confirmation of the transaction.

5. Bingle's Main Site: payments

5.1 All payments for any insurance products, renewals, amendments or other services purchased via the Main Site (including additional premium or other payments which arise from policy amendments made using the Self Service Site, as described in term 6.3), must be paid in full by clear funds by the due date specified in the relevant confirmation.

5.2 All payments referred to in term 5.1 are to be made by permitted payment cards at the time of purchase, renewal or amendment (as the case may be) of the applicable Bingle policy or service.

In the case of a payment card transaction, you must therefore provide to Bingle details of your permitted current and valid payment card, including:

- (a) payment card type;
- (b) name on payment card;
- (c) payment card number;
- (d) card verification value (CVV); and
- (e) expiry date.

6. Bingle's Main Site: self service

The Self Service Site (which forms part of our Main Site) enables you to view, manage and change certain details of your Bingle insurance policy online. In addition to the rest of these Online Terms, the specific terms in this term 6 apply to the Self Service Site.

6.1 All Accessing the Self Service Site

6.1.1 Some parts of the Self Service Site are only accessible to you if you have "logged in" by providing certain details as requested by Bingle on the log-in, registration and/or authentication pages of the Self Service Site, relating to you and/or one of your insurance policies currently held with Bingle. (Collectively, this information is your "Login"). You will only be able to "log-in", generate a Login, and use the Self Service Site if you hold at least one current Bingle insurance policy.

6.1.2 You must not provide details of your Login to any other person. You must not allow any other person to use your Login.

6.1.3 You must not use the Self Service Site to access or modify the details of another person without their clear authority. Criminal penalties may apply if you do so.

6.2 Amending your policy using the Self Service Site

During the term of your policy, and using the Self Service Site, you may have the option of adding, removing or amending certain accessories and other aspects of your policy. Any such amendment to your policy may result in an additional premium or sum being payable in respect of the amendment. You will be advised if this is the case. Any additional premium must be paid for in accordance with term 5 before the modification to your policy takes effect.

6.3 Your policy only

For the avoidance of doubt, the Self Service Site only permits you (as the policyholder) to view, manage and change certain details of your Bingle insurance policies. Access to a policy which is held in someone else's name is not permitted. Should exceptional circumstances arise and you believe that you require access to someone's Bingle policy (whether to make a claim against it or otherwise) email us at bingle@bingle.com.au and we will consider your request against relevant law.

7. Valuation tools, calculators, games and other features

- 7.1 Our Online Sites may contain or make available various tools, calculation devices, software programs, games or other features which assist you in calculating the optimal insurance policy, premium, or level of excess for you. Our Online Sites may also contain other useful information.
- 7.2 Whilst Bingle has undertaken reasonable steps to ensure that any such features or information as described in term 7.1 above are accurate and free from defect, Bingle does not warrant the accuracy, adequacy, correctness or completeness of these features, which are provided on an "as is" basis. The use by you of any of these features or any information provided is entirely at your own risk. The monetary figures used by these features in any calculations are estimates only and do not take account of your particular circumstances.

8. Bingle's standard terms and acceptance criteria apply

All enquiries or applications for insurance or other products made via any of our Online Sites are subject to and must comply with Bingle's normal acceptance criteria and are governed by the normal terms and conditions applying to each product or service requested. The terms and conditions of the insurance products Bingle offers are contained in our [Product Disclosure Statement](#). This document also explains important information about who Bingle is and who the insurer behind Bingle is (it's AAMI). This document can be accessed on the Main Site by clicking the "Product Disclosure Statement" link on the home page.

9. Social media content you submit to our Social Media Sites

- 9.1 When a user of any of our Social Media Sites ("**Social Media Site User**") submits any personal information or materials via a Social Media Site including text, comments, recordings, images or otherwise ("**Social Media Site User Content**"), the Social Media Site User, unless Bingle advises otherwise, licenses and grants Bingle, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Social Media Site User Content for any purpose in any media (including but not limited to, company brochures and other marketing and/or advertising material), without compensation, restriction on use, attribution or liability. Bingle qualifies this term 9.1 by stating that any recruitment application or related correspondence, which is not provided by way of an open public forum or other public process will be treated by Bingle in accordance with the Privacy Statement component of these Online Terms, which begins at term 24.
- 9.2 Users agree that they are fully responsible for the Social Media Site User Content they submit. Bingle shall not be liable in any way for such Social Media Site User Content to the full extent permitted by law and shall not be deemed or considered to in any way authorise, endorse, approve or support any material submitted by any Social Media Site User. Bingle may screen and/or remove and/or request that the third party operator of any social media site or website remove any Social Media Site User Content without notice for any reason whatsoever. Social Media Site Users warrant and agree that: (a) they will not submit any Social Media Site User Content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial (for example, a 'guerrilla marketing' attempt), defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, misleading or deceptive, or otherwise unsuitable for publication; (b) they will obtain prior consent to the submission of their Social Media Site User Content from all persons who appear in (for example, in photographs) or have any rights in relation to any property that appears in or forms part of their Social Media Site User Content; (c) their Social Media Site User Content will be their own original work and, to the extent that any rights in that work (including copyright) are not owned by the Social Media Site User, they will obtain full prior consent from any person who has jointly created or has any rights in the Social Media Site User Content, to the uses and terms herein; (d) their Social Media Site User Content shall not contain viruses or cause injury or harm to any person or entity or device; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer, mobile communications device or any other communication systems.

9.3 Without limiting any other terms herein, the Social Media Site User agrees to indemnify Bingle (and any of its related bodies corporate) for any loss or expense Bingle and/or any of its related bodies corporate may suffer in relation to any breach of the above terms.

9.4 Social Media Site Users consent to any use of their Social Media Site User Content in accordance with term 9 which may otherwise infringe their moral rights pursuant to the Copyright Act 1968, including Bingle or its affiliates and sub-licensees using and reproducing that Social Media Site User Content without attributing it to the Social Media Site User, or making modifications or adaptations to the Social Media Site User Content for the purpose of reproducing, publishing or displaying that modified or adapted content in another media. Social Media Site Users warrant and agree that they will, prior to its submission, obtain an equivalent consent from each other person who has created the Social Media Site User Content. The Social Media Site User agrees to indemnify Bingle (and any of its related bodies corporate) against all costs and claims by third parties arising from a breach of this warranty.

10. Warranties

Whilst reasonable steps have been undertaken to ensure that information is free from error, to the extent permitted by law, which law cannot be excluded, Bingle does not warrant the accuracy, adequacy or completeness of Site Content or any Online Site User Content or any Social Media Site User Content, on any of its Online Sites. All information is subject to change without notice. Bingle does not guarantee that any Online Site or any Third Party Site will be free from viruses, or that access to any Online Site or Third Party Site will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

11. Limitation of liability

Subject to any responsibilities implied by law and which cannot be excluded, Bingle, and its directors, employees, agents, contractors and related bodies corporate, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Site Content, Online Site User Content, Social Media Site User Content, Third Party Material, third party services, or to access (or lack of access) to an Online Site (or website operated by any member of the Suncorp Group) by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

12. Indemnity

You indemnify Bingle (and any of its related bodies corporate) in respect of any liability incurred by Bingle (or any of its related bodies corporate) for any loss, cost, damage or expense, howsoever caused, suffered by Bingle (or any of its related bodies corporate) as a result of your breach of these Online Terms or your use of any of our Online Sites.

13. No advice

No Online Site purports to provide you with financial product or investment advice of any kind. The information available via an Online Site does not take account of your particular financial or insurance position or requirements. Bingle suggests that you seek independent advice before acting upon any Site Content or any information found on a Third Party Site.

14. Availability of an Online Site

14.1 Since electronic services are subject to interruption or breakdown, access to an Online Site is offered on an "as is" and "as available" basis only.

14.2 Bingle may impose limits or restrictions on the use you may make of an Online Site. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Online Terms, Bingle may withdraw an Online Site (of part thereof) at any time and without notice to you.

14.3 Any cost associated with accessing an Online Site is the user's responsibility and is dependent on the internet or telecommunications service provider used.

**15. Restrictions on use
of an Online Site**

The Site Content contained on any Online Site is provided solely for bona fide personal or commercial customers only. By accessing, viewing or otherwise using any of Bingle's Online Sites, you agree to abide by the terms and conditions of use contained in this term and term 16.

You agree that you will not, (either yourself or through any third party):

- (a) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("**Automated Process**") to process, monitor, copy or extract any web pages on any of our Online Sites, or any of the information, content or data contained within or accessible through any of our Online Sites, without Bingle's prior written permission;
- (b) use any Automated Process to aggregate or combine information, content or data contained within or accessible through any of our Online Sites with information, content or data accessible via or sourced from any third party;
- (c) use any information on or accessed through any of our Online Sites for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;
- (d) use any device, software, process or routine to interfere or attempt to interfere with the proper working of any of our Online Sites or any transaction or process being conducted on or through it;
- (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to any of our Online Sites;
- (f) reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with any of our Online Sites; or
- (g) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from any of our Online Sites without Bingle's prior written permission.

**16. No use of any Online
Site for unrelated
persons**

You must only use our Online Sites (as permitted by their design) to:

- (a) obtain insurance quotes;
- (b) obtain other information relating to the price of insurance cover from Bingle;
- (c) conduct insurance related transactions (including using any self-service function to manage your insurance policy) or queries;

in respect of insurance cover for you or a member of your immediate family (with their prior consent) or for a commercial enterprise for which you seek bona fide insurance cover.

You agree not to otherwise use any of our Online Sites to obtain insurance quotes, or to obtain other information relating to the price of insurance cover from Bingle or conduct insurance-related transactions or queries.

You also agree to indemnify Bingle in respect of any liability incurred by Bingle for any loss, cost, damage or expense, howsoever caused, suffered by Bingle as a result of your breach of this term 16.

17. Third party providers

Parts of our Online Sites, or the provision of payment processing or other services offered via our Online Sites, may be outsourced to third party providers. These Online Terms apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.

18. Copyright and trademarks

- 18.1** Copyright in the Material on an Online Site is owned or licensed by Bingle.
- 18.2** Except where necessary for and incidental to viewing or using the Site Content on an Online Site via your web-enabled browser (whether on a personal computer or on a portable electronic device), or as permitted under the Copyright Act 1968 or other applicable laws, no Site Content on an Online Site may be reproduced, stored (for any period of time) in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of Bingle.
- 18.3** Bingle and each of its related bodies corporate separately reserve their copyright and all other legal rights with respect to their trademarks, whether registered or otherwise. "Bingle", "Bingle your car" and "Bingle.com.au" are each registered trademarks of Bingle.
- 18.4** Third party trademarks are trademarks of the respective third parties.

19. Termination**19.1 Termination of these Online Terms**

Unless otherwise stated in this term 19, these Online Terms and/or your access to our Online Site(s) may be terminated at any time by Bingle. You may terminate your use of our Online Sites at anytime. However, all restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of Bingle, will survive any termination.

Upon termination, you must not directly or indirectly access or use the relevant Online Site(s) or any Site Content on the relevant Online Site(s).

19.2 Termination of access to the Self Service Site

Bingle reserves the right to terminate your access to the Self Service Site at any time upon notice to you. You may terminate your access to the Self Service Site at any time upon notice to Bingle, which notice must be given to Bingle by email. However, such termination will not be effective until notice of that termination is received, processed and acknowledged by Bingle.

19.3 Prohibition on access post termination

Upon termination of these Online Terms and/or your right to access to our Online Site(s), you must not directly or indirectly access or use any part of our Online Site(s) or any Site Content.

20. Acceptance of and changes to these Online Terms

- 20.1** You acknowledge and accept that your use of an Online Site indicates your acceptance of these Online Terms.
- 20.2** These are the current Online Terms (refer to term 34 for their date). They replace any other terms of use and privacy statement for an Online Site published on any of our Online Sites. Bingle may at any time vary these Online Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of an Online Site, by publishing the varied Online Terms on an Online Site. Bingle does not have to indicate on an Online Site that these Online Terms have changed, neither is Bingle under any obligation to specifically contact or notify you of any variation to these Online Terms. You accept that Bingle has provided you with sufficient notice of the variation by making available the current version of the Online Terms on the Online Site you use. By your use of an Online Site after any variation, you are taken to have accepted the new Online Terms.

21. Bingle's complaints resolution process

- 21.1** If you are dissatisfied with your dealings with Bingle in relation to your use of an Online Site please let us know by emailing us at bingle@bingle.com.au

- 21.2** We will review your email and contact you with a reply or to ask you for further information, if it's required. If you make a complaint and it is about a Bingle insurance policy or insurance claim, you may have additional rights of appeal, such as under Bingle's formal dispute resolution process. We will tell you if that is the case. See the relevant Product Disclosure Statement on our Main Site for more information about how Bingle resolves complaints.

22. General

- 22.1** An Online Site may be viewed and interacted with by anyone in the world, however age limits may apply to certain Site Content (including the sale or issue of any insurance product), promotions or offers.
- 22.2** Bingle only offers its insurance products for sale within Australia. Bingle only insures cars when they are within Australia.
- 22.3** The law applicable to an Online Site (including Bingle's operation of any Social Media Site), and to any complaints arising from an Online Site is the law of the State of Queensland, Australia, unless the complaint relates to an insurance contract in which case relevant state or federal law will apply. By using any of our Online Sites, and except for an insurance contract dispute, you irrevocably submit to the jurisdiction of the courts of the State of Queensland, Australia, and appeal there from.
- 22.4** Should any term or part of these Online Terms be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.
- 22.5** You may not rely on the words or conduct of Bingle as a waiver of any right unless the waiver is in writing. In this term "conduct" includes delay in the exercise of any right. "Right" means any right of Bingle arising under or in connection with these Online Terms or otherwise, and includes the right to rely on this term. "Waiver" includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.
- 22.6** Bingle grants you the right to use the software accessed by the Main Site, Competition Site and any Mobile Site(s), for the purposes of providing you with Bingle's insurance products and services. You may not sell, licence or distribute this software. A licence fee is included in the premium Bingle charges, entitling you to use the software for the period of your policy.

23. Linking to any of our Online Sites

Unauthorised linking to any part of an Online Site (including any part of a Social Media Site or website operated by a related body corporate that is part of the Suncorp Group) is expressly prohibited. Please contact us if you would like to link to any party of our Online Site(s). Only written permission from us will constitute authorisation of a link.

24. Our Online Terms Privacy Statement starts here

- 24.1** By using an Online Site you accept that any personal information Bingle collects about you will be handled according to terms 24 to 32 of these Online Terms. These Online Terms should be read together with the Suncorp Group's overarching Privacy Policy (Privacy Policy available at suncorp.com.au/corporate/legal/privacy-policy) and our privacy statement titled "[Your personal information](#)".
- 24.2** These Online Terms explain Bingle's policy for handling personal information which you may provide to us as you access and/or use an Online Site. Bingle encourages you to review these Online Terms periodically as they may be updated from time to time.
- 24.3** In addition to the provisions of these Online Terms there may also be additional privacy provisions that apply to your use of an Online Site or as a result of your membership (or your application for membership) of a third party social media website that hosts a Bingle Social Media Site. Should you decide to register for or participate in a promotion or other activity, or purchase a product or service from us, you will be bound by the relevant terms of that promotion, activity, product or service.

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- 25. Your Security and Privacy**
- 25.1** Bingle understands that you, as a visitor or user of an Online Site, are concerned about the security and privacy of information we may gain about you online. Bingle is committed to respecting your privacy and, at all times, complies with its obligations under Australian privacy law.
- 25.2** Bingle values the personal information you provide us and will take reasonable precautions to prevent unauthorised access to that information.
- 25.3** Notwithstanding any other term in these Online Terms, you agree and freely acknowledge that when you submit comments, recordings, images or other personal content, for public display on an Online Site, that content may be available for anyone in the world to read and/or view and/or comment on and potentially download. See terms 9 and 27 for further information about the public display of your content.
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- 26. Sending electronic messages to Bingle**
- 26.1** Unless otherwise stated, when you send Bingle an electronic message (whether email or otherwise), the content of your message and any email or machine address is retained by us to allow any necessary transaction and for general record keeping. Bingle retains any personal information within the emails it receives in accordance with the Privacy Act 1988 (as amended from time to time). Note, Bingle may retain personal information for an extended period if there is a legal reason to retain it.
- 26.2** Unless otherwise stated, when you post a public comment or upload other public data to an Online Site, that information may be displayed by Bingle publically in accordance with terms 9, 25 and 27. Your information may also be retained by Bingle where we believe there is a legal reason to retain it for a longer period.
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- 27. Information collected and how we use it**
- 27.1 General Information**
- 27.1.1** The information we will collect about you will depend on how you use an Online Site.
- 27.1.2** If you use an Online Site to read, browse or download information, our computer system may record information such as the date and time of your visit, the pages accessed and any information downloaded. This information may be used for statistical, reporting, site/application administration and maintenance purposes only.
- 27.1.3** The Main Site and any Mobile Site also use the services of Visual Sciences to monitor website use. The Competition Site may use the services of Site Catalyst or Google Analytics for this purpose. In the case of each Online Site, the relevant service provider does not collect any personal information while you use our Online Site. The service provider may provide a report to Bingle containing aggregated information only. We reiterate that such information does not identify you as an individual. Such reports help Bingle to maintain, administer and improve our Online Sites. .
- 27.1.4** An Online Site may offer interactive facilities including tools, games and other online features. If you use any interactive facilities, we may, but generally do not, capture any personal information which you may enter when using these tools.
- 27.2 Personal information submitted to an Online Site**
- 27.2.1** When a user of an Online Site ("**Online Site User**"), including any Social Media Site User referred to in term 9 above, submits any personal information via an Online Site, whether in the form of text, comments, recordings, images or otherwise ("**Online Site User Content**") (for the avoidance of doubt, Online Site User Content includes Social Media Site User Content, as far as is relevant in the circumstances), the Online Site User consents to that personal information being collected by Bingle and used and disclosed for any purpose permitted by these Online Terms, and otherwise as permitted by relevant privacy laws in Australia.

- 27.2.2 We collect your personal information and use it for the purposes of identifying you, establishing your requirements and providing products and services, assessing and managing a claim and understanding your needs and improving our products and services through research, product development and training.
- 27.2.3 Bingle is part of the Suncorp Group and we disclose your personal information to all related companies within this Group. The other Suncorp Group companies use and disclose your personal information for the purposes described above in relation to any products and services they may provide to you. Other companies in the Suncorp Group may also use your personal information for the purposes of providing products and services to other customers, including investigating their claims (but will not disclose an Online Site User's personal information to any other customer without your consent).
- 27.2.4 We may disclose your personal information to and/or collect your personal information from; other companies in the Group any joint ventures where authorised or required; information technology providers, such as hardware/software vendors and programmers; customer or market research organisations; intermediaries such as your agent, adviser, broker, a representative acting on your behalf, other Australian Financial Services Licensees, or our own authorised representatives and agents; policy holders, where you are an insured person, but not the policy holder; government, law enforcement or statutory bodies; Financial Ombudsman Service; other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers, and investigative service providers; in the case of a relationship with a corporate partner such as a bank or credit union, the corporate partner and any new incoming insurer; legal, accounting, finance and other professional advisers; hospitals, medical and health professionals; administration or business management services; printers, mail service and delivery providers and imaging and document management services.
- 27.2.5 In the case of personal information which is provided to Bingle for public display by a Social Media Site User (this includes any 'tweet' you send to Bingle on Twitter, which we may "re-tweet" to other Twitter users), Bingle may display that information to other Online Site Users or otherwise display the Online Site User Content for any purpose in any media (including, but not limited to, commercial brochures and/or other advertising material). See also term 9 for what other uses and/or disclosures Bingle may make of a Social Media Site User's personal information and what limits it imposes.
- 27.2.6 Bingle may collect personal information belonging to an Online Site User, such as their name, email address or social media site alias, in order to provide them with the interaction or outcome they have requested. This may require Bingle to disclose an Online Site User's personal information to one or more third parties, including but not limited to agents or external service providers.
- 27.2.7 If you are using an Online Site such that you are submitting your personal information, you should also first read and understand any separate privacy policy or policies that may apply to your use of any social media website that hosts our Online Site or is connected to any special function or promotion that you are entering. Bingle is not responsible to you for the information handling practices of any such third party, including any host website or service provider.

27.3 Security of personal information submitted to our Main Site

All personal information you provide to our Main Site and/or our Competition Site over the internet while inquiring about or obtaining an insurance quotation, or entering a promotion, (as relevant) is passed through a secure, encrypted connection. The secure connection is over a protocol called secure sockets layer (SSL). Bingle uses the strongest form of SSL encryption (128-bit), which provides a very high level of protection against unauthorised access in order to prevent unauthorised persons from reading the information you send to Bingle while it is in transit over the internet. Once your personal information has been received at our Main Site and/or Competition Site (as relevant), we take all reasonable precautions to securely pass that information to the Bingle mainframe computer, or in the case of a promotion, to our secure promotion database. The Bingle mainframe computer is not directly accessible through the internet, nor is our promotion database. No details you provide to us are stored on a web server.

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- 28. Entering a promotion via an Online Site: collection and use of information**
- 28.1** If you decide to enter a promotion that is made available or otherwise advertised on an Online Site you will need to agree to that promotion's separate terms and conditions, which will be drawn to your attention as part of the entry process.
- 28.2** If a promotion's terms and conditions include opting into the promoter's marketing communications, you can change your mind and unsubscribe (subject to any specific restrictions for the relevant promotion) by contacting the promoter on the contact details provided in their promotional terms.
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- 29. Your privacy rights and complaint resolution**
- 29.1** If Bingle has collected your personal information through your use of an Online Site, then you have a right to access, update or correct that personal information, with some limitations as permitted by Australian law. You also have the right to make a complaint about your privacy. You should direct any information access/correction request or privacy concern relating to your use of an Online Site by emailing us at bingle@bingle.com.au or by writing to us at: Bingle, GPO Box 4514, Melbourne, VIC, 3001.
- 29.2** We will review your correspondence and contact you with a reply or to ask you for further information, if it's required. If you make a complaint about your privacy you may have additional rights of appeal, such as under Bingle's formal dispute resolution process. We will tell you if that is the case. See the "Your personal information" section of our Main Site for more information about how Bingle resolves privacy complaints.
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- 30. Third Party Sites (including third party social media sites)**
- Our Online Sites may contain links to Third Party Sites (see term 2.1). Third Party Sites should contain their own privacy statements and those third parties are responsible for informing you about their security and privacy practices.
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- 31. Cookies**
- 31.1** The Main Site uses "cookies" as a fundamental part of its interaction with your internet browser. Our other Online Sites may also use cookies as part of their interaction with your internet browser. Cookies enable Bingle to provide you with a superior, customer-oriented service. A "cookie" is a small text file placed on your computer by our web server. A cookie can later be retrieved by Bingle's website servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.
- 31.2** Cookies are primarily used by Bingle on its Main Site to enable the online insurance quotation process. Most of the Main Site operates by use of cookies. Therefore, if you wish to make full use of the Main Site, or any of our other Online Sites, it is recommended that you accept cookies. Cookies may also be used to record non-personalised information such as the date, time or duration of your visit, or the pages accessed, for Online Site administration, statistical and maintenance purposes. Any such information will be aggregated and not attributed to individual users.
- 31.3** Third Party Sites such as social media sites which host our Social Media Sites may also use cookies. You should refer to their respective terms or use and privacy policies for details.
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- 32. The personal information of other people**
- 32.1** You agree to obtain the prior consent of any other person whose personal information (whether in the form of words, images, recordings or otherwise) you submit to Bingle via an Online Site, including any Social Media Site. We will collect this information from you in good faith and take reasonable precautions to ensure it is handled in accordance with relevant Australian privacy laws. If you are not sure whether the other person would agree with you providing their personal information to Bingle, please exercise caution and DO NOT provide it to us.
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These Online Terms are dated 21 February 2012.