

Important

Xenia Mutual Ltd – Terms of use

1. GENERAL

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1.2 Xenia Mutual may alter these Terms of Use from time to time after reasonable notice. Your continued use of the website following those changes indicates your acceptance of those changes.

2. RESTRICTIONS ON USE

2.1 You agree that you will not:

2.1.1 use this website for your commercial purposes (including sending unsolicited commercial messages);

2.1.2 use this website in any manner that is unlawful or prohibited by these Terms of Use or by any other applicable law;

2.1.3 falsely misrepresent your identity or affiliation in any way;

2.1.4 access, modify, reproduce, copy, store, sell, distribute, transmit, publish or use in any other way any content on this website for commercial or public purposes without Xenia Mutual's prior written consent;

2.1.5 post, publish, distribute, transmit or disseminate in any other way unlawful, obscene, threatening, vulgar, offensive, defamatory, discriminatory or otherwise objectionable content of any kind, including content that contains a virus or other destructive component;

2.1.6 use any data mining, robots or similar data gathering and extraction methods from the website;

2.1.7 interfere with the operation or infrastructure of this website, including using any device, software or technique that could disable, overburden or otherwise interfere with its proper working; or

2.1.8 access this website or any of the information, accounts, software, systems or connected networks it contains through hacking, data mining or similar data extraction methods.

2.2 Any unauthorised use of the website may result in suspension or refusal of access to or use of the website.

3. COLLECTION AND USE OF INFORMATION

3.1 Xenia Mutual will collect, use, disclose and handle your personal information in accordance with its Privacy Policy.

4. DISCLAIMERS AND LIMITATION

Information

4.1 This website contains information only. It has been prepared without taking into account your particular objectives, financial situation or needs. Before acting on the information, you should consider the appropriateness of the information, having regard to your objectives, financial situation and needs.

Limitation

4.2 The Competition and Consumer Act 2010 (Cth) may confer rights, guarantees and remedies on you in relation to the provision of goods and services by Xenia Mutual, which cannot be excluded, restricted or modified. Xenia Mutual does not exclude, restrict or modify those rights.

4.3 To the fullest extent permitted by law, Xenia Mutual's liability for breach of any guarantee, which cannot be excluded, is limited at the option of Xenia Mutual to, in the case of products or services supplied or offered by Xenia Mutual which are not of a kind ordinarily acquired for personal, domestic or household use or consumption:

4.3.1 the supply of the products or services again; or

4.3.2 the payment of the cost of having the products or services supplied again.

4.4 Except for the rights, guarantees and remedies which cannot be excluded, restricted or modified:

4.4.1 Xenia Mutual excludes all liability (including liability arising as a result of its negligence) for any indirect or consequential expenses, losses, damages or costs, loss of profit, lost revenue, business interruption and loss of data incurred or suffered by or awarded against you under or in any way connected with these Terms of Use; and

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7.1 Statements made in these Terms of Use or on any other part of this website are not intended to be statements of the law.

7.2 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 will remain in full force and effect.

7.3 Xenia Mutual reserves any rights not expressly granted in these Terms of Use.

7.4 The laws governing these Terms of Use will be the laws of New South Wales, Australia.

DATED: 23 August 2021