

PNET TERMS AND CONDITIONS

ATTENTION: PLEASE READ THESE TERMS AND CONDITIONS BEFORE ACCESSING AND USING THE PARTNER NETWORK ('THE SYSTEM'). IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THIS SYSTEM.

About the Partner Network

1. The System is owned by AAI Limited ABN 48 005 297 807 and licensed to Suncorp Insurance Services Limited ACN 000 746 092 for use by its subsidiaries including but not limited to AAI Limited ABN 48 005 297 807, Shannons Pty Limited ABN 91 099 692 636 and Australian Pensioners Insurance Agency Pty Limited ABN 14 099 650 996, AA Insurance Limited and Vero Insurance New Zealand Limited (individually and collectively referred to as 'Suncorp'). Each time you use the System you agree to be bound by these Terms and Conditions.

System Access

2. You will be provided with a user ID and password to use the System. The user ID and password are confidential, and you will only provide the user ID and password, or access to the System and information that is on the System, to your authorised employees or contractors as reasonably required.

3. You will remain responsible at all times for ensuring that you and your authorised contractors and employees comply with the Terms and Conditions. You agree to notify Suncorp immediately if you become aware that you or one of your authorised employees or contractors has breached the Terms and Conditions.

Privacy and Confidentiality

4. By using the System, you may be provided with information about Suncorp's customers or employees. You agree to comply with any privacy laws relevant to your jurisdiction (in Australia, the Privacy Principles as referred to in the Privacy Act 1988 (Cth) and in New Zealand, the Privacy Act 1993 and any Codes of Practice relating to personal information issued by the Privacy Commissioner), together with any other obligations of privacy and/or confidentiality you have to Suncorp in relation to the repair services you provide, including but not limited to compliance with the relevant Suncorp Privacy Policy.

5. Information about how Suncorp runs its repair systems, who Suncorp's authorised repairers are, how Suncorp assesses quotes, and the quantum of your or any other person's quotes is confidential. You agree that, unless Suncorp provides you with its prior written consent, you will not divulge any such information to any person or entity, except your authorised employees or contractors. You will ensure that your authorised employees or contractors will not divulge the confidential information described in this clause.

Third Party Material

6. The System may contain links to websites, which are owned or operated by third parties independent of Suncorp ('Third Party Websites'). Suncorp does not sponsor, endorse or approve of the operators of Third Party Websites, or material (including services, information, graphics or data) located on such Third Party Websites ('Third Party Material').

7. Subject to any applicable law that cannot be excluded, Suncorp makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Third Party Websites, or that the Third Party Material does not infringe the intellectual property rights of any person. Suncorp is not authorising the reproduction of Third Party Material by linking material on this System to Third Party Material.

8. When following a link on the System, material at a Third Party Website may be displayed in your browser framed by material on the System. This material is also Third Party Material for the purpose of these Terms and Conditions.

Third Party Service Providers

9. Parts of the System, or the provision of payment processing or other services offered via the System, may be outsourced to third party providers ('Third Party Service Providers'). These Terms and Conditions apply to any outsourced services, unless you are otherwise notified of alternative terms of use.

System Monitoring

10. You agree that Suncorp may record, view and track your use of the System.

Warranties and Liabilities

11. The System may contain or make available various tools, calculation devices, software programs, games or other features, which assist you in the performance of your work for Suncorp. The System may also contain other useful information. While Suncorp has taken reasonable steps to ensure that any such features and information are accurate and free from defect, Suncorp does not warrant the accuracy, adequacy, correctness or completeness of these features, which are provided on an 'as is' basis. Your use of any of these features or any information provided is entirely at your own risk.

12. While reasonable steps have been undertaken to ensure information is free from error, Suncorp does not warrant the accuracy, adequacy or completeness of material on the System. All information is subject to change without notice. Suncorp does not guarantee that the System or Third Party Websites will be free from viruses, or that access to or the ability to interface with the System or Third Party Websites will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

13. Subject to any responsibilities implied by law, and which cannot be excluded, Suncorp and its directors, employees, agents and contractors are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal or other costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to material on the System, Third Party Material, third party services, or to access or your inability to access the System, howsoever caused, whether in contract, tort (including negligence), statute or otherwise.

14. You indemnify Suncorp in respect of any liability incurred by Suncorp for any loss or damage, howsoever caused, suffered by Suncorp as a result of your breach of these Terms and Conditions or your use of the System.

System Availability

15. As electronic services are subject to interruption or breakdown, access to the System is offered

on an 'as is' and 'as available' basis only. Suncorp may impose limits or restrictions on your use of the System. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms and Conditions, Suncorp may withdraw the System at any time and without notice to you.

16. Your access to the System may be terminated at any time by Suncorp without giving notice to you. However, all restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of Suncorp, will survive any termination. On termination, you must not directly or indirectly access or use the System or any material on the System.

Use of the System

17. You agree that you will not:

17.1 use any robot, spider, other automatic device or manual process to monitor, copy or extract any web pages on the System, or any of the content contained within the System, without Suncorp's prior written permission

17.2 use any device, software or routine to interfere or attempt to interfere with the proper working of the System or any transaction or process being conducted on or through it

17.3 take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the System

17.4 reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the System, or

17.5 copy, reproduce, alter, modify, create derivative works, or publicly display any part of any content from the System without Suncorp's prior written permission.

Copyright

18. Copyright in the material on the System is owned or licensed by Suncorp. Except where necessary for and incidental to viewing the material on the System via your web browser, or as permitted under the Copyright Act 1968 (Cth) and Copyright Act 1994 (in New Zealand) or other applicable laws, no material on this website may be reproduced, stored 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 Suncorp.

Trademarks

19. Trademarks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining the prior written consent of Suncorp. Third-party trademarks are trademarks of the respective third parties.

Jurisdiction

20. These Terms and Conditions shall be governed by and construed in accordance with the laws of Queensland (in the case of the Australian Suncorp companies) and New Zealand (in the case of the

New Zealand Suncorp companies), and you irrevocably submit to the exclusive jurisdiction of the courts of that particular jurisdiction.

21. If any part of these Terms and Conditions is or becomes illegal, void or unenforceable, that part of the Terms and Conditions may be severed, and that severance will not affect the validity or enforceability of the other terms and conditions, and the remainder of these Terms and Conditions as the case may be continues to apply.

Acceptance

22. You acknowledge that your access and use of the System each time you log on to the System indicates your acceptance of these Terms and Conditions.

23. The Terms and Conditions are current as of the date stated following Clause 25 of these Terms and Conditions. Suncorp reserves the right to amend the Terms and Conditions at any time in the future. Where the Terms and Conditions are amended, your continued use of the System will be deemed to be acceptance of the amended Terms and Conditions.

24. For the purpose of these Terms and Conditions:

24.1 The words 'you' and 'your' refer to the party that has agreed to these Terms and Conditions with Suncorp, as well as that party's employees and contractors (as the context requires), and

24.2 The phrase 'Terms and Conditions' refers to this document, including any amendments agreed to by you from time to time.

25. These Terms and Conditions are additional to, and should be read in conjunction with, any Suncorp Repair Standards, Codes of Practice, Agreements and any other standards or procedures about which you have been notified by Suncorp. In the event of any inconsistency between these Terms and Conditions and any other Suncorp documents or procedures about which you have been notified, these Terms and Conditions shall prevail to the extent of the inconsistency.

PNET Terms and Conditions Current as at 1 September 2015.