



GENERAL TERMS AND CONDITIONS

In these terms and conditions

Applicant/Member refers to any person, company or business that is particularized in the membership invoicing details sections' of this application form.

AIBN refers to 'Australian Insurance Builders Network A.B.N 12 167 316 681.

Application form refers to any form by the Australian Insurance Builders Network A.B.N 12 167 316 681.

1. Terms & Conditions

1.1. The Australian Insurance Builders Network and australianinsurancebuildersnetwork.com.au are products of 8King Investments Pty Ltd A.C.N 167 316 681 trading as Australian Insurance Builders Network A.B.N 12 167 316 681 provide the content on the aforementioned Membership and website subject to the following terms and conditions of use.

2. Rates and Payment

2.1 The Applicant/Member must pay the rates specified in the Application form issued by AIBN, as amended from time to time.

2.2 All rates payable are inclusive of GST. Where a supply is a taxable supply, all amounts payable or other consideration provided must be increased by the amount of GST payable in relation to the supply.

2.3 The rates on the Application form cover the cost of membership only. Additional fees will be payable to AIBN if AIBN agrees to make changes to the membership.

2.4 AIBN will issue the Applicant/Existing Member with a tax invoice, and the Applicant/Existing Member must pay the invoice, including any GST via credit card or eft.

2.5 If the Applicant/Member fails to pay the invoice in accordance with clause 2.4, AIBN may:

- (i) charge interest on any outstanding payments;
- (ii) cancel any Membership yet to be approved; and
- (iii) exercise any other rights to which it is entitled at law.
- (iv) Charge any debt collection or legal fees.

3. Renewal Transaction Payments

3.1. The Applicant/Member authorises AIBN to debit the Applicant/Member's credit card for the selected services on an annual basis as per the Application form.

3.2 AIBN will charge the Applicant/Member at the current rates.

3.3 AIBN will process renewal transactions every 12 months from the date your membership commenced.

3.4 The Applicant/Member agrees to have funds available upon the debit date and understand that an administration fee is payable for any declined payment

3.5 The Applicant/Member agrees for automatic renewal transactions remains in force until such time as AIBN receives written notification to cancel such service within 10 business days prior to the end of the membership.

3.6 AIBN will attempt to re-process any unsuccessful payments as instructed by the Applicant/Member

3.7 AIBN agrees to keep confidential all customer(s) records and account details unless authorised to release such information pursuant to a debit item dispute or similar event where the member/customer(s) has provided prior consent to do so.



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4. Cancellation

4.1 The Applicant/Member must notify AIBN of any cancellation of Membership and/or Renewal transaction payment in writing 10 business days before the deadline date otherwise full charges will be payable for the Membership.

4.2 Any moneys paid to AIBN for the membership fees, even during the 10 business days cooling off period are non refundable.

5. Any Business Profile submitted must:

(a) Comply with AIBN's guidelines as provided at the end of these terms and conditions;

(b) Not be false or misleading;

(c) Not breach the Competition and Consumer Act 2010 (Cth) and any other applicable state or Commonwealth law including any laws relating to trade promotions;

(d) Not breach any third party intellectual property rights including copyright, trade marks and any moral rights;

(e) Not breach any other contractual or proprietary rights including copyright, trade marks and any moral rights

5.1 AIBN reserves the right to reject any Business Profile which is not submitted in accordance with clauses 5 (a)-(e)

5.2 The Applicant/Member must promptly notify AIBN of any errors in the Business Profile, and AIBN will use its best endeavours to amend the Listing. AIBN will not be liable for any errors in any published Business Profile.

5.3. AIBN reserves the right to refuse any Members at their own discretion.

6. Indemnity & Guarantee

6.1 The Applicant/Member indemnifies AIBN, its officers and employees and related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth) against any action, claim, loss, expense or cost, suffered or incurred, whether directly or indirectly, by AIBN, its officers and employees and related bodies corporate as a result of any breach by the Applicant/Member of these terms and conditions or otherwise in connection with the approval of the Advertisement or non-approval of the Application, as the case may be.

6.2 The Applicant/Member if a company hereby undertakes that its directors will and do personally guarantee the performance of the advertising company in payment of any and all fees payable under this Agreement.

6.3 Despite any other term and to the maximum extent permitted by law, AIBN will not bear any liability to the Applicant/Member for consequential loss including loss of profits, loss of business opportunities or loss of goodwill howsoever arising (including in negligence).

Not breach any other contractual or proprietary rights of third parties.

7. General

7.1 These terms constitute the entire agreement between the parties in respect of its subject matter, and supersede all prior agreements, representations, negotiations and correspondence.

7.2 These terms will be governed by the laws of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts in that state.

7.3 Australian Insurance Builders Network does not guarantee any return of investment and does not guarantee that any opportunities will be posted in your area nor does it guarantee that if you apply for the online requests that anyone will reply back.

7.4 Electronic agreement to this contract via text message or email stating that the client agrees to the terms and conditions will be accepted as a legal binding agreement.