



Terms of use - AU

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Terms of Use

This page lists the Terms of Use of the EmploySURE website.

To read the terms and conditions related to the use of Peninsula services [click here](#).

About this website

This is a website operated by Peninsula Australia Pty Ltd (ABN 40 145 676 026) (trading as EmploySURE "EmploySURE") under the domain name "EmploySURE.com.au" ("EmploySURE website"). The EmploySURE website is operated on behalf of EmploySURE and its related bodies corporate (together called "Peninsula Group").

Your use of the information, graphics and materials on the EmploySURE website ("Material on this website") is governed by these terms of use and the privacy and security statement. In addition to the terms contained in this document, there are also specific terms which form part of the terms of use and govern your use of, and access to, certain sections of the EmploySURE website. Since you are also bound by these additional terms, you should review them wherever they are accessible by you on the EmploySURE website.

Your dealings with EmploySURE and the use of this website are also governed by the [Peninsula Privacy Policy](#).

Links to other websites

The EmploySURE website may contain links to other websites operated by third parties ("Third Party websites"). Peninsula does not endorse, or approve of the operators of Third Party websites, or the information, graphics and material on those Third Party websites ("Third Party Material").

Subject to any applicable law which cannot be excluded, Peninsula makes no warranties or representations in relation to:

the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party websites; or

Third Party Material infringing the intellectual property rights of any person. Peninsula is not authorising the reproduction of Third Party Material by linking Material on this website to Third Party Material.

When you follow a link on the EmploySURE website, material at a Third Party website may be displayed in your browser framed by Material on this website. This material is also Third Party Material for the purpose of these terms of use.

All offers to sell and statements relating to goods and services available on Third Party websites are the responsibility of and given by the Third Party website operator. In so far as such offers and statements are made on the EmploySURE website, such offers and statements are made by the EmploySURE on behalf of the operator. EmploySURE expressly disclaims acting in any other respect on behalf of Third Party website operators.

EmploySURE may receive payments from operators of Third Party websites in relation to goods or services supplied by the operator as a result of you linking to the Third Party website from the EmploySURE website.

EmploySURE product information and supply

Material on this website may contain general information about Peninsula Group products and services. Unless expressly stated otherwise, this information:

- does not constitute an offer or inducement to enter into a legally binding contract; and

- does not form part of the terms and conditions for EmploySURE Group products and services.

For further information about a particular product or service please complete the e-form on the product or service page. Material on this website does not apply to products obtained through EmploySURE direct.

Unless expressly agreed otherwise:

- products and services discussed in the section of the EmploySURE website which refers to the Australian operations of any EmploySURE member (the “What We Offer section”) will be provided only to Australian residents. These products and services are generally not available to non-Australian residents because they may not comply with non-Australian laws.

Warranties

While we have made every effort to ensure that information is free from error, EmploySURE does not warrant the accuracy, adequacy or completeness of Material on this website. All information is subject to change without notice. EmploySURE recommends that you seek independent advice before acting upon Material on this website or Third Party Material. Peninsula does not guarantee that the EmploySURE website or Third Party websites will be free from viruses, or that access to the EmploySURE website or Third Party websites will be uninterrupted.

Limitation of liability

Subject to any responsibilities implied by law and which cannot be excluded, no member of Peninsula is liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever arising out of or referable to Material on the EmploySURE website or to Third Party Material, whether in contract, tort including negligence, statute or otherwise.

Liability of any member of EmploySURE for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at EmploySURE’s option to:

- the supply of the goods or services again;
- the repair of the goods; or
- the payment of the cost of having the goods or services supplied again or repaired.

Termination

These terms of use (and the agreement constituted by your use of the information, graphics and materials on the EmploySURE website) and your access to the EmploySURE website may be terminated at any time by EmploySURE without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by EmploySURE will survive termination, however, you will no longer be authorised to access the EmploySURE website .

Copyright and trademark

Copyright in the material on this website is owned or licensed by EmploySURE.

Except where necessary for viewing the Material on this website on your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these terms of use, no material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of EmploySURE.

“Employsure”, “Peninsula” and all associated trademarks, are trademarks of Employsure.

Linking to Employsure website

Please contact Employsure at marketing@peninsula-au.com if you would like to place a link to any part of the Employsure website .

Acceptance and changes to terms of use

You acknowledge and accept that your use of the Employsure website indicates your acceptance of these terms of use and the privacy and security statement.

These are the current terms of use. They replace any other terms of use for the Employsure website published on the Employsure website to date. Employsure may at any time vary the terms of use by publishing the varied terms of use on the Employsure website . You accept that by doing this, Employsure has provided you with sufficient notice of the variation.

Employsure reserves any rights not expressly granted in these terms of use.

Jurisdiction

Unless expressly agreed otherwise:

- the Employsure website is provided for use only by Australian residents. The law applicable to use of the Employsure website and to disputes arising out of the Employsure website is the law of the State of New South Wales, Australia. In the event that any Employsure website terms are deemed to be unenforceable under the law of the State of New South Wales, Australia, this will not affect the remainder of these website terms.



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