

Terms and Conditions of Service

1. About the Website

(a) Welcome to www.autology.com.au (the 'Website'). The Website is used to outline the services or products that we may provide (the 'Services').

(b) The Website is operated by Das Fleet Australia Pty Ltd ABN 73 662 307 502 ('Autology'). Access to and use of the Website, or any of its associated Products or Services, is provided by Autology. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website or providing information through the Website this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

(c) Autology reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Autology updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Autology in the user interface.

3. Registration to use the Services

(a) In order to access the Services through the Website, you may need to register and provide certain information through the Website (the 'Account').

(b) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself and

(c) You warrant that any information you give to Autology in the course of completing the registration process will be accurate, correct and up to date.

(d) You may not use the Website, the Services and may not accept the Terms if:
(i) you are not of legal age to form a binding contract with Autology; or

(ii) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a User

(a) You agree to comply with the following:

(i) you will use the Services only for purposes that are permitted by:

(A) the Terms; and

(B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

(ii) you have the sole responsibility for protecting the confidentiality of any password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;

(iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Autology of any unauthorised use of your password or email address or any breach of security of which you have become aware;

(iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website only by you for the purposes of Autology providing the Services;

(v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Autology;

(vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

(vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Autology for any illegal or unauthorised use of the Website; and

(viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Payment

(a) Where the option is given to you, you may make payment for Services (the

Services Fee') by way of electronic funds transfer into our nominated bank account or through payment platforms that we nominate from time to time

(b) In making any payment through a payment platform in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the payment platform's terms and conditions which are available on their website.

(c) You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.

(d) You agree and acknowledge that Autology can vary Services Fee at any time.

6. Refund Policy

Autology will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of Autology makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances.

7. Copyright and Intellectual Property

(a) The Website, the Services and all of the related products of Autology are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Autology or its contributors.

(b) All trademarks, service marks and trade names are owned, registered and/or licensed by Autology, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a user of the Website to:

(i) use the Website pursuant to the Terms;

(ii) copy and store the Website and the material contained in the Website in your device's cache memory; and

(iii) print pages from the Website for your own personal and non-commercial use.

(iv) Autology does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Autology.

(c) Autology retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

(i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

(ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

(iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

(d) Data, valuations, price guidance or any other information on this Website is for personal and non-commercial use only. You may not, without the prior written permission of Autology and the permission of any other relevant rights owners (including without limitation, any artists published on the Website or any providers of data to Autology):

(i) modify, copy, distribute, transmit, display, perform, reproduce, publish or licence any data and valuations from this Website;

(ii) use or attempt to use any data and valuations published on this Website to create any web site or publication;

(iii) mirror or frame any data and valuations published within this Website;

(iv) use any automated process of any sort to query, access or copy any data and valuations on this Website or generate or compile any document or database based on the data and valuations published on this Website;

(v) transfer or sell any data and valuations offered on this Website

(vi) broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services or any other content on the Website for any purpose, unless otherwise provided by these Terms.

8. Privacy

Autology takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Autology's Privacy Policy, which is available on the Website.

9. General Disclaimer and Acknowledgement

(a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or

excluded.

(b) Subject to this clause, and to the extent permitted by law:

(i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

(ii) Autology will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

(c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Das Fleet Australia Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Autology) referred to on the Website, includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

(ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);

(iii) costs incurred as a result of you using the Website, the Services or any of the products of Autology; and

(iv) the Services or operation in respect to links which are provided for your convenience.

(d) Autology may place advertisements in or around the Site you acknowledge that Autology may receive a commission if a user of the Website clicks an advertisement or purchases goods or services from the advertiser.

(e) Autology may use data from Automotive Data Services Pty Ltd ('RedBook') to produce vehicle data and valuations. Data from RedBook is gathered from a variety of sources and while all due care is taken in producing the data and valuations, neither

RedBook nor Autology can guarantee or make any representations regarding the use of, or reliance, on such data neither RedBook or Autology not responsible for all the information provided to it and you acknowledge that you understand that you should not rely on the data or valuations without making your own independent assessment of the vehicle and other sources of information. Neither RedBook or Autology are liable for any loss or damages (other than in respect of any liability which may not lawfully be excluded) relating to your use of, or reliance on, this valuation and data.

10. Limitation of liability

(a) Autology's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

(b) You expressly understand and agree that Autology, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

11. Termination of Contract

(a) The Terms will continue to apply until terminated by either you or by Autology as set out below.

(b) If you want to terminate the Terms, you may do so by closing your accounts for all of the Services which you use and making any outstanding payments.

(c) Autology may at any time, terminate the Terms with you if:

- (i) you have breached any provision of the Terms or intend to breach any provision;
- (ii) Autology is required to do so by law;
- (iii) the provision of the Services to you by Autology is, in the opinion of Autology, no longer commercially viable; or
- (iv) otherwise at Autology's discretion.

(d) Subject to local applicable laws, Autology reserves the right to discontinue or cancel and may suspend or deny, in its sole discretion, your access to all or any

portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Autology name or reputation or violates the rights of those of another party.

12. Indemnity

You agree to indemnify Autology, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

1. all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content to upload to or enter into the Website;
2. any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
3. any breach of the Terms.

13. Venue and Jurisdiction

In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

14. Governing Law

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

15. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having had the opportunity to obtain independent legal advice if they desire and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

16. Severance

If any part of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.