

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

- (a) **Account** means the username, password and other details created by You to enable You to access the Driver App.
- (b) **Ads on Wheels Services** means services set out in clause 4.
- (c) **Advertiser** means an entity that has entered an agreement for advertising with Us.
- (d) **Advertiser Information** means information about an Advertiser made available to You in connection with a Campaign and the Promotion Services, which may include the Advertiser's name, address and contact information.
- (e) **Agreed Kilometres** has the meaning given to that term in clause 10.
- (f) **Agreement** means these terms and conditions.
- (g) **Area** means the geographical area within which the Advertiser wishes to implement a Campaign.
- (h) **Beacon** means the geo-location tracking beacon installed by Us in Your Vehicle.
- (i) **Campaign** means an advertising campaign designed to promote the goods, services and/or brand of an Advertiser.
- (j) **Claim** means any loss, damage, claim, injury, liability, expense, dispute or demand of any kind, whether in contract, bailment, at common law, in equity or pursuant to any statute or law.
- (k) **Driver App** means the mobile application provided by Us that enables You to provide the Services, as may be updated or modified from time to time.
- (l) **Driver ID** means the driver number assigned to You by Us for the purposes of identification without disclosing Your Details.
- (m) **Expenses** means any applicable expenses incurred by You in connection with Your Vehicle or provision of the Promotion Services, including but not limited to fuel costs, travel expenses, maintenance and repair costs, depreciation of Vehicle value, licence fees and permits, insurance premiums, fines and infringements, mobile phone expenses, and road, bridge, ferry, tunnel and airport charges and fees.
- (n) **Fee** means the monthly fixed fee paid by Us to You in consideration of the Promotion Services, as set out in clause 17.
- (o) **Materials** in respect of Our intellectual property rights, means the "look and feel" of the Website and all trademarks, logos, artwork, computer code, user and visual interfaces, and other material used or displayed on or through the Website.
- (p) **Print** means a rear window advertisement manufactured by Us on behalf of an Advertiser.
- (q) **Promotion Services** means promotion of a Campaign via regular, everyday driving of a Vehicle displaying a Print in the Area, in accordance with clause 3.
- (r) **Third Party Websites** means websites which are not owned or controlled by Us.
- (s) **Trial Period** has the meaning given to that term in clause 10.
- (t) **Vehicle** means a vehicle that: (a) meets the requirements set out in clause 8; and (b) We authorise for use for the purpose of providing the Promotion Services.
- (u) **Vehicle Details** means the make, model, year of manufacture and registration number of Your Vehicle.
- (v) **We, Us, Our or Ads on Wheels** means Palmer and Schoonderwoerd Enterprises Pty Ltd (ACN 623 355 055) trading as 'Ads On Wheels'.
- (w) **Website** means Our website [www.adsonwheels.com.au](http://www.adsonwheels.com.au) and the Driver App.
- (x) **You, Your or Yourself** means You - the person using or accessing the Website and/or providing the Promotion Services.
- (y) **Your Details** means the details You provide in connection with the Promotion Services, including Your name, address, telephone number, email address, Vehicle Details, drivers licence details, hobbies and interests.
- (z) **Your Device** means a mobile device owned or controlled by you: (a) that meets the requirements set out in clause 6; and (b) on which the Driver App has been installed as authorised by Us solely for the purpose of providing Promotion Services.

### 1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice-versa; and
- (c) references to the Website include current and future versions of it.

## 2. LEGAL NOTICES

- 2.1 This Agreement is a binding legal agreement between You and Us.
- 2.2 By creating an Account and accessing the Website, You indicate acceptance of this Agreement and agree to be bound by the terms of this Agreement.
- 2.3 This Agreement constitutes the entire agreement between You and Us in relation to the Ads on Wheels Services and the Promotion Services.

## 3. PROMOTION SERVICES

- 3.1 You wish to enter this Agreement for the purpose of accessing and using the Ads on Wheels Services to enable You to provide the Promotion Services.
- 3.2 When the Driver App is active, Advertisers requests for Promotion Services may appear to You via the Driver App if You are located in the Area. If You accept an Advertiser's request for Promotion Services, the Ads on Wheels Services may provide You with certain Advertiser Information, and Advertisers may be provided with Your Driver ID and the year, make and model of Your Vehicle, via the Driver App.
- 3.3 You acknowledge that Your selection of an Advertisers request for Promotion Services is at Your sole discretion
- 3.4 As between Ads on Wheels and You, You acknowledge and agree that:
  - (a) You will be solely responsible for determining the driving that You complete to perform the Promotion Services, in accordance with Your regular driving habits; and
  - (b) except for the Ads on Wheels Services, You shall provide all necessary equipment, tools and other materials, at Your own expense, necessary to perform the Promotion Services.
- 3.5 You acknowledge and agree that Ads on Wheels does not incentivise, expect or request that You drive Your Vehicle in excess of Your regular, everyday driving habits and the Agreed Kilometres. You acknowledge and agree that:
  - (a) the Promotion Services are performed passively by You attending to Your regular driving habits; and
  - (b) the Promotion Services are never to be performed by driving Your Vehicle for the sole purpose of displaying a Print.

## 4. ADS ON WHEELS SERVICES

- 4.1 Our services are intended to enable and facilitate a link between You and Advertisers to allow the promotion of Advertisers businesses via the regular, everyday driving that You undertake in Your Vehicle.
- 4.2 Specifically, the Ads on Wheels Services comprise the provision of:
  - (a) a facility for You to browse and select Campaigns You wish to promote for Advertisers seeking promotion;
  - (b) Prints and the installation thereof on Your Vehicle;
  - (c) access to the Driver App and Our Website;
  - (d) payment services as described in clause 17;
  - (e) location based services as described in clause 7; and
  - (f) related support services.
- 4.3 In order to use the Website and the Ads on Wheels Services You must:
  - (a) be over 18 years of age;
  - (b) be capable of forming a legally binding contract;
  - (c) create an Account; and
  - (d) comply with the terms of this Agreement.

## 5. ACCOUNT

- 5.1 You must create an Account on the Driver App to access the Ads on Wheels Services and provide the Promotion Services.
- 5.2 To assist Us to effectively maintain the content and security of Your Account You acknowledge and agree:
  - (a) to provide true, accurate, current and complete information about Yourself as prompted by the Account application form;
  - (b) not to share Your password with any person;
  - (c) not to knowingly let anyone else access Your Account;
  - (d) not to create an Account for anyone other than Yourself;
  - (e) not to create more than one Account;
  - (f) not to recreate Your Account following termination of it by Us for any reason;
  - (g) to keep Your contact information accurate and up-to-date;
  - (h) not to do anything else that might jeopardize the security of Your Account.

## 6. YOUR DEVICE

- 6.1 You are responsible for the acquisition, cost and maintenance of Your Device as well as any necessary wireless data plan.
- 6.2 We will make available the Driver App for installation on Your Device.
- 6.3 We hereby grant You a personal, non-exclusive, nontransferable user right to install and use the Driver App on Your Device solely for the purpose of providing the Promotion Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party.
- 6.4 The right granted pursuant to clause 6.3 will immediately terminate and You must delete and fully remove the Driver App from Your Device in the event that You cease to provide Promotion Services using Your Device.
- 6.5 You agree that:
  - (a) use of the Driver App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by You at Your own expense; and
  - (b) use of the Driver App on Your Device as an interface with the Ads on Wheels Services may consume data through the data plan.
- 6.6 We shall not be responsible or liable for any fees, costs, or coverage charges associated with any data plan.

## 7. LOCATION BASED SERVICES

- 7.1 You acknowledge and agree that Your geo-location information will be provided to Us via the Beacon and Your Device in order to provide the Ads on Wheels Services and to enable the Promotion Services. You acknowledge and agree that:
- Your geo-location information will be monitored and tracked by the Ads on Wheels Services when Your Device is within two metres of the Beacon;
  - the approximate locations of Your Vehicle during a Campaign will be provided to the Advertiser during and after the provision of Promotion Services for such Advertiser;
  - Your driving speed may be tracked by the Beacon for the purposes of monitoring Your compliance with clause 9; and
  - We may monitor, track and share Your geo-location information obtained by the Beacon for safety, security, technical, marketing and commercial purposes, including to provide and improve Our products and services.

## 8. YOUR VEHICLE

- 8.1 You acknowledge and agree that Your Vehicle will at all times be:
- properly registered and licensed to operate in the Area;
  - owned by You;
  - suitable for performing the Promotion Services, in particular by having a visible rear window or panel that is deemed by Us, in Our sole discretion, to be suitable for displaying advertising;
  - free from major dents, damage, rust and scratches;
  - free from any advertising or branding other than the Print; and
  - maintained in good operating condition, consistent with safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Area, and in a clean condition.
- 8.2 We may conduct inspections of Vehicles to ensure compliance with this Agreement and the ongoing suitability of a Vehicle to perform the Promotion Services. Inspections may be conducted at a house or work place of You and We will give You at least 24 hours' notice in advance of an inspection to arrange a suitable time.
- 8.3 You acknowledge and agree that We reserve the right to refuse to offer access to the Driver App and Ads on Wheels Services at any time that, in Our sole discretion, We consider Your Vehicle to be of unsound condition or for any reason unsuitable for the purpose of displaying advertising and performing the Promotion Services.

## 9. DRIVING LICENCE & SAFETY

- 9.1 You acknowledge and agree that at all times, You will hold and maintain:
- a valid driver's license with the appropriate level of certification to operate Your Vehicle, that is not an Extraordinary (E plate) driving licence; and
  - all licenses, permits, approvals and authority applicable to You and Your Vehicle that are necessary to provide the Promotion Services. You acknowledge and agree that You may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, the Promotion Services.
- 9.2 We may request that You provide Us with Your licence demerit points history and details of any incidents caused by unsafe driving. We reserve the right to refuse to offer Campaigns or access to the Driver App and Ads on Wheels Services to anyone that We determine, in Our sole discretion, to have an unsatisfactory driving history.
- 9.3 You acknowledge and agree that, at all times during this Agreement, You will:
- obey all road rules and traffic regulations;
  - drive Your Vehicle in a safe and lawful manner;
  - not park Your Vehicle illegally; and
  - not take any action or inaction that may cause detriment to the Advertiser's brand, including but not limited to parking Your Vehicle near or associating Your Vehicle with illicit premises or locations.
- 9.4 In the event that You have driven Your Vehicle unsafely or illegally during a Campaign, including but not limited to speeding, reckless driving, driving without a valid licence, driving whilst under the influence of alcohol or any prohibited drug or breaching any other road rule, then We may terminate You from the Campaign in accordance with clause 21.
- 9.5 You acknowledge and agree that We reserve the right, at any time in Our sole discretion, to deactivate or otherwise restrict You from accessing or using the Driver App or the Ads on Wheels Services if You fail to meet the requirements set out in this clause 9.
- 9.6 You indemnify, hold harmless and keep indemnified Us against all loss or damage We may suffer arising from Your breach of this clause 9.
- ## 10. TRIAL PERIOD & AGREED KILOMETRES
- 10.1 Prior to You commencing the Promotion Services, We will install the Beacon in Your Vehicle to track Your driving patterns for a period of seven (7) days (**Trial Period**). During the Trial Period we will gather data about your driving habits.
- 10.2 We will use the data gathered during the Trial Period to determine:
- the geographical area in which You drive, so that We can offer the Ads on Wheels Services to You in that area; and
  - the total regular kilometres You drive in Your Vehicle per week, which will be divided by seven and multiplied by the number of days in a given calendar month to determine the approximate number of kilometres You will drive Your Vehicle in that month (**Agreed Kilometres**).
- 10.3 You agree that the Agreed Kilometres will form the basis for the calculation of the Fee.

- 10.4 In the event that You disagree with the Agreed Kilometres as Your regular driving habits have changed since the Trial Period, You may request a new Trial Period at any time that You are not providing Promotion Services, via the Driver App.

## 11. PRINT

- 11.1 When You accept an Advertiser's request for Promotion Services in the Driver App, We will contact You to arrange the installation of the Print on Your Vehicle.
- 11.2 You acknowledge that the Print, whilst compliant with Visible Light Transmittance Standards in Western Australia, may reduce visibility through the rear window of Your Vehicle when compared to a rear window without a Print installed. You acknowledge and agree that You:
- will maintain a full and uninterrupted view of the road and any traffic ahead and on each side of You at all times that You drive Your Vehicle;
  - can obtain, in a rear-vision mirror or mirrors attached to Your Vehicle, a clear reflected view of every overtaking vehicle in accordance with the Road Traffic Code 2000 (WA); and
  - will take all necessary precautions, including installation of a reversing camera on Your Vehicle if necessary, if Your rear window visibility is affected by the Print.
- You indemnify, hold harmless and keep indemnified Us against all loss or damage that may arise in connection with the rear window visibility of Your Vehicle or a breach of this clause 11.2.
- 11.3 During a Campaign, You must not:
- remove the installed Print from Your Vehicle;
  - affect the visibility of the installed Print, such as by covering the Print in any way; or
  - make any modifications to Your Vehicle without first notifying Us of the proposed modification so that We can inspect Your Vehicle in accordance with clause 8.2 and, if deemed necessary, re-install the Print.

## 12. EXCLUSIVITY TO ADVERTISER

- You acknowledge and agree that:
- You must only provide Promotion Services to one Advertiser at any given time; and
  - no other advertising or brand material will appear on Your Vehicle at any time that You are providing Promotion Services under this Agreement, including but not limited to stickers, graphics, print wraps or magnets.

## 13. DOCUMENTATION

- To ensure Your compliance with all requirements of clauses 8 and 9, You must provide Us with written copies of all licenses, permits, approvals, authorities, registrations and certifications relating to Your license or Vehicle prior to Your provision of any Promotion Services. Thereafter, You must submit to Us written evidence of all such licenses, permits, approvals, authorities, registrations and certifications as they are renewed. We will, upon request, be entitled to review such licenses, permits, approvals, authorities, registrations and certifications from time to time, and Your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement.

## 14. ABN

- You must have a valid Australian Business Number (**ABN**) at all times during the term of this Agreement, and advise Us in writing if the ABN is cancelled or changed.

## 15. INSURANCE

- 15.1 Prior to commencement of the Promotion Services You must:
- insure the Vehicle under an appropriate fully comprehensive automobile insurance policy for its full insurable value;
  - hold motor vehicle third party liability for property damage insurance;
  - keep effective the insurances referred to in paras 15.1(a) and (b) at all times during the term of this Agreement; and
  - provide copies of current policy documents and certificates of currency in respect of the insurances referred to in paras 15.1(a) and (b) to Us, as requested.
- 15.2 If You engage any contractor or other person to provide any services with respect to the Vehicle or be in control of the Vehicle during the term of this Agreement, then then You are solely responsible for ensuring such contractors and/or other persons have the following insurance policies:
- motor vehicle third party liability for property damage insurance; and
  - any other policies of insurance We may reasonably require.

## 16. EXPENSES

- 16.1 You must perform the Promotion Services at Your own cost and expense and You are responsible for all costs and Expenses in connection with the performance of the Promotion Services.
- 16.2 We will not be held responsible for payment of any Expenses and You agree that We have no liability for any Expenses incurred by You or associated with the Promotion Services.
- 16.3 You agree to indemnify and keep indemnified Us against all claims in connection with Your failure to comply with this clause 16.

## 17. FEES & PAYMENT

- 17.1 You are entitled to the Fee as agreed between Us and You and as specified in the Driver App.
- 17.2 The Fee payable to You is a fixed fee determined by the Agreed Kilometres and agreed between Us and You. For the sake of clarity, You will not be paid an additional fee for kilometres driven in excess of the Agreed Kilometres.
- 17.3 If the Beacon indicates that the kilometres actually driven by You in the Vehicle in a calendar month are less than the Agreed Kilometres, the Fee will be adjusted proportionately for that calendar month.

- 17.4 Payment of the Fee will be made monthly to You by bank transfer to the bank account You nominate in the Driver App.
- 18. CONFIDENTIALITY**
- 18.1 We and You each agree:
- not to disclose or use for an improper purpose any Confidential Information received or obtained from the other party; and
  - that each party can disclose Confidential Information received by it if, and to the extent,:
    - required by law or required by a Court, stock exchange or regulatory or governmental body; or
    - the information is disclosed on a confidential basis to professional advisers or bankers; or
    - the information is disclosed to a director, officer, employee or agent of the party whose function requires them to have the information; or
    - the information is in the public domain otherwise than through the fault of the disclosing party; or
    - the other party has agreed to the disclosure in writing; provided a party intending to disclose information under any of paras 18.1(b)(1) to (3) above consults with the other party first. If a party makes any disclosure under any paras 18.1(b)(1) to (3) above it must inform the other party as soon as possible;
- 18.2 "Confidential Information" means all trade secrets, know-how, financial, marketing, management, technical and other information which is confidential or of a sensitive nature, including information regarding business strategy and processes, but excludes information in the public domain.
- 18.3 You agree that Your Vehicle Details and Your Driver ID are not Confidential Information and that We may disclose this information to third parties for the purposes of providing the Ads on Wheels Services.
- 19. PRIVACY**
- Your "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Us to provide You with the services contemplated by this Agreement. Our privacy policy can be found on Our website [www.adsonwheels.com.au](http://www.adsonwheels.com.au).
- 20. REPRESENTATIONS AND WARRANTIES**
- You hereby represent and warrant that:
- You have full power and authority to enter into this Agreement and perform Your obligations hereunder;
  - You have not entered into, and during the term will not enter into, any agreement that would prevent You from complying with this Agreement; and
  - You will comply with all applicable laws in Your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other authorisations necessary to provide the Promotion Services using Your Vehicle pursuant to this Agreement.
- 21. SUSPENSION AND TERMINATION**
- 21.1 We retain the right to, at any time at Our sole discretion, temporarily suspend, deactivate or otherwise restrict You from accessing or using the Driver App or the Ads on Wheels Services in the event of a breach of this Agreement.
- 21.2 Either party may terminate this Agreement by giving 7 days written notice to the other party to that effect.
- 21.3 We may immediately terminate this Agreement by notice in writing to You if:
- You breach this Agreement, and if such breach is capable of remedy, You fail to remedy it within 7 days of receipt of notice from Us requiring You to do so;
  - the Vehicle is or becomes unsuitable to provide the Promotion Services;
  - You have driven Your Vehicle unsafely or illegally when providing the Promotion Services; or
  - You materially breach this Agreement and such breach is incapable of remedy.
- 21.4 Upon termination under this clause 21, We will:
- contact You to arrange the removal of the Print from Your Vehicle; and
  - deactivate Your Account.
- You acknowledge and agree that you will present Your Vehicle at the time and place arranged to have the Print removed from Your Vehicle.
- 22. RELATIONSHIP WITH ADS ON WHEELS**
- 22.1 You acknowledge and agree that Our provision to You of the Driver App and the Ads on Wheels Services creates a legal and direct business relationship between Us and You.
- 22.2 You acknowledge and agree that nothing in this Agreement constitutes You as an employee, agent, partner or joint venturer of Ads on Wheels.
- 22.3 We do not, and will not be deemed to, direct or control You generally or in Your performance under this Agreement specifically, including in connection with Your provision of the Promotion Services, Your acts or omissions, or Your operation and maintenance of Your Vehicle.
- 22.4 You retain the sole right to determine when and for how long You will utilise the Driver App or the Ads on Wheels Services. You retain the option, via the Driver App, to attempt to accept or to decline or ignore an Advertiser's request for Promotion Services via the Ads on Wheels Services.
- 22.5 You must not display Our names, logos or colors on Your Vehicle or wear a uniform or any other clothing displaying Our names, logos or colors.
- 22.6 You acknowledge and agree that Our relationship with You is not an exclusive relationship and You have complete discretion to provide services or otherwise engage in other business or employment activities. For the sake of clarity, You understand that You retain the complete right to:
- use other software application services in addition to the Ads on Wheels Services; and
  - engage in any other occupation or business.
- 23. RELATIONSHIP WITH ADVERTISERS**
- 23.1 You acknowledge and agree that Your provision of Promotion Services to Advertisers creates a legal and direct business relationship between You and the Advertiser, to which Ads on Wheels is not a party.
- 23.2 Any incentives, information or instructions provided directly to You by the Advertiser is offered and accepted at the discretion of You and the Advertiser only, and Ads on Wheels is not a party to any such arrangements.
- 23.3 We are not responsible or liable for the actions or inactions of an Advertiser in relation to You, Your activities or Your Vehicle.
- 23.4 You will have the sole responsibility for any obligations or liabilities to Advertisers or third parties that arise from Your provision of Promotion Services.
- 24. ACKNOWLEDGEMENTS**
- 24.1 By Your use of this Website and the Ads on Wheels Services You acknowledge and agree that:
- You understand and accept the terms of this Agreement and agree to be bound by them;
  - You understand the nature and purpose of the Ads on Wheels Services;
  - You will use the Website and the Ads on Wheels Services in accordance with this Agreement and in compliance with all applicable laws;
  - You are solely responsible:
    - to provide all Your Details that We reasonably require to perform the Ads on Wheels Services;
    - for the accuracy of Your Details so provided;
 and We are not liable to You (or any other person) for any loss or damage arising from or in connection with Your failure to comply with this clause;
  - Campaign content on the Website and Print is provided by the respective Advertisers and We are not liable for any errors, omissions or inaccuracies contained therein;
  - The usual fees charged by Your telecommunications carrier or internet service provider (such as text messaging fees and download limits and charges) will apply to Your use of the Website;
  - You are solely responsible to acquire the hardware, software, equipment or services You might need to access the Website or use the Ads on Wheels Services.
- 24.2 We make no warranty or guarantee:
- that You will find Campaigns on the Website suitable to Your specific requirements;
  - in respect of the availability or quality of Campaigns offered by Advertisers and do not accept responsibility for the same;
  - that Your use of the Website will be uninterrupted or that the Website or the Ads on Wheels Services will be available at all times;
  - that any data communication using the Website will be transmitted reliably, accurately or at all;
  - that the Website will be free from viruses or anything else which may have a harmful effect on any technology.
- 25. SECURITY**
- 25.1 We will use Our best endeavours to maintain the safety and security of the Website.
- 25.2 To assist Us to maintain the safety and security of the Website You acknowledge and agree that You will not:
- broadcast content which:
    - is inappropriate, indecent, obscene or likely to offend;
    - is threatening, libelous or otherwise unlawful;
    - is likely to be harmful to children;
    - contains any pornographic material, sexual acts, illegal acts, or any acts (including defamatory or immoral acts) which may reasonably be regarded as adversely affecting the reputation or goodwill of any person; or
    - contains software viruses, worms, Trojan horses or other harmful or malicious agents or programs;
  - collect and disclose information about others;
  - reproduce, duplicate, copy or otherwise exploit any content for a commercial purpose;
  - interfere with or disrupt the security or performance of the Website;
  - bully, intimidate, or harass any person; or
  - facilitate or encourage any violations of this Agreement.
- 25.3 We are under no obligation to monitor Your use of the Website or to review or edit content uploaded by You but have the right to do so for any purpose.
- 26. ACCESS**
- 26.1 Although We will use all reasonable endeavours to ensure the Website and the Ads on Wheels Services remain operational and available at all relevant times, temporary interruptions may occur and the Website and/or the Ads on Wheels Services may become unavailable at any time.
- 26.2 We may in Our sole discretion at any time and for any reason without notice:
- restrict, block or disable access to the Website; or

- (b) modify, edit, remove or amend the Website or any part thereof.
- 26.3 The Website or the Ads on Wheels Services may be subject to delay, disruption or downtime for repairs, maintenance or the introduction of new services.
- 26.4 We are not liable to You for Claims associated with any delay, disruption or downtime to the Website.
- 27. INTELLECTUAL PROPERTY**
- 27.1 You acknowledge that We are owner or authorised licensee of all intellectual property rights (including without limitation, all applicable copyrights, patents, trademarks, and trade secrets) in relation to the Materials used to create and operate the Website.
- 27.2 You may not reproduce or replicate any part of the Materials or of the layout or design of the Website.
- 27.3 All title and intellectual property rights in and to any content provided by third parties is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.
- 27.4 Your use of the Website does not provide You with any intellectual property rights in the Website or the Materials.
- 27.5 You may download and view content, or print a copy of the material on the Website for personal, non-commercial use, provided that You do not modify such content in any way, including by removing any copyright or trademark notice.
- 27.6 All trademarks and logos displayed on the Website are the property of their respective owners and may be protected by any applicable trade mark and copyright laws.
- 28. LINKS**
- 28.1 Our Website may include:
- content or information provided by third parties; and
  - links to Third Party Websites.
- 28.2 We make no representations and give no guarantees as to the accuracy of content or information provided by third parties or contained in Third Party Websites.
- 28.3 Third Party Websites may be subject to the terms and conditions outlined by that third party.
- 28.4 We recommend You read and accept the privacy policy and terms and conditions (if any) of any Third Party Website before using them.
- 28.5 Links to Third Party Websites do not:
- indicate a relationship between Us and the third party; or
  - indicate any endorsement or sponsorship by Us of the Third Party Website, or the goods or services it provides, unless expressly indicated by Us.
- 28.6 The Website may include links to various social networking sites, including Facebook and Instagram. You acknowledge and agree that:
- any comments or content that You post on such social networking sites through a link provided on the Website are subject to the terms and conditions of that particular social networking site;
  - You will not post any comments that are false, misleading, deceptive or defamatory to Us, Our employees, agents or officers, or which may damage Our reputation;
  - We are not responsible or liable for any comments or content that You or other users of Our Website post on social networking sites; and
  - You indemnify Us entirely from any liability arising from any content which You have created on social media relating to Us or the Website or the Ads on Wheels Services including (but not limited to) any settlement sum, penalty or fine, and all legal costs and disbursements incurred by Us in addressing any Claim.
- 29. DISPUTES**
- Any Claim arising out of or in connection with this Agreement or any agreement arising hereunder or the Ads on Wheels Services will be resolved in the following order:
- first - by amicable discussions between You and Us;
  - second - by mediation before a mutually acceptable mediator based in Perth, Western Australian; and
- if (and only if) the Claim has not been settled within 60 days following mediation under paragraph 29(b) then:
- third - by legal action.
- 30. LIMITATION OF LIABILITY**
- 30.1 You acknowledge and agree that Your use of the Website and Our Services is entirely at Your own risk and to the full extent permitted by law We exclude:
- from this Agreement all conditions, warranties and terms implied by statute or common law and You agree that the Website and the Ads on Wheels Services are supplied without any express or implied warranties of any kind;
  - any and all Claims by You or any other person arising from or in connection with Your use of the Website, the Ads on Wheels Services, Advertisers or their Campaigns including without limitation those relating to the quality, timing, legality, and availability; and
  - any liability to You or any person for lost profits, revenue, savings, or opportunity or for any consequential or indirect loss or damage arising out of, or in connection with Your use of the Website, the Ads on Wheels Services, Advertisers or their Campaigns even if the loss was foreseeable.
- 30.2 To the full extent permitted by law You release, discharge and indemnify Us from all Claims arising out of or consequent on Your use of the Website, the Ads on Wheels Services, Advertisers or their Campaigns (including legal fees).
- 30.3 You agree that any liability pursuant to any warranty which cannot be excluded by law will not exceed either the Fee in respect of the Campaign in respect of which the liability arose.
- 31. INDEMNITY**
- 31.1 To the full extent permitted by law, You indemnify and hold Us (including Our directors, officers, employees, agents, successors and assigns) harmless from and against all Claims and demands of any kind (including reasonable legal fees and costs) made upon or against Us by any person, arising out of or in any way connected with:
- Your use of the Website, the Ads on Wheels Services, Advertisers or their Campaigns;
  - the performance by You of the Promotion Services;
  - Your breach of this Agreement;
  - any Claim by a third party against Us caused or contributed to by You; and
  - loss or damage caused to any property or the death or injury of any persons caused or contributed to by You or Your Vehicle, except to the extent that such loss, damage, injury, claim or demand is caused by a deliberate, negligent or reckless act on the part of Us.
- 31.2 The indemnity in clause 31.1 survives the expiration of any agreement arising hereunder or the deletion of Your Account.
- 32. GST**
- 32.1 For the purposes of this clause 32:
- Consideration, GST, Input Tax Credit and Taxable Supply have the meaning given to those terms by the GST Law;
  - GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of that Taxable Supply; and
  - GST Law has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth), or, if that Act does not exist means any Act imposing or relating to the imposition or administration of a goods and service tax in Australia and any regulation made under that Act.
- 32.2 If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the Consideration for that Taxable Supply must, provided it has been provided with a valid tax invoice by the other party, also pay the GST Amount as additional Consideration.
- 32.3 This clause 32 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.
- 32.4 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability. A party will be assumed to have an entitlement to a full Input Tax Credit unless it demonstrates otherwise prior to the date on which the Consideration must be provided.
- 32.5 This clause 32 will continue to apply after expiration or termination of this Agreement.
- 33. FORCE MAJEURE**
- 33.1 We are not liable for any failure to perform Our obligations under this Agreement if We are restricted or prevented from doing so by any act of god, flood, fire, war, accident, civil unrest, industrial action, Government intervention, adverse weather, malicious damage to or failure of computing or telecommunications systems (or by any damage caused by any of such events) or any other cause whatsoever outside Our reasonable control.
- 34. MISCELLANEOUS**
- 34.1 Severance**
- If a provision of this Agreement is wholly or partly invalid, illegal, unenforceable, void or voidable, this Agreement must be construed as if that provision or part provision had been severed.
- 34.2 Variation**
- We may vary this Agreement at any time by written notice to You. If You believe that the variation will prejudice Your rights, You may terminate this Agreement within 14 days of such notice.
- 34.3 Waiver**
- Any waiver by Us of a term or condition of this Agreement applies to the particular occasion in question, is not continuing and is not a waiver or relaxation of any other term or condition.
- 34.4 Rights and remedies reserved without prejudice**
- All rights and remedies expressly reserved to Us herein are without prejudice to any other right or remedy available.
- 34.5 Assignment**
- Neither party may assign, transfer or sublet any obligation under this Agreement without the prior written consent of the other, which must not be unreasonably withheld.
- 34.6 No agency relationship**
- We do not act as agent for the Advertisers or third parties listed on the Website.
- 34.7 Governing Law**
- This Agreement is governed by the law in force in Western Australia and You submit to the Courts of that jurisdiction.