

Terms of Use – www.gettingthere.net.au

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These terms and conditions (**Terms of Use**) incorporate the Site's privacy policy which explains how we collect, use and disclose personal information from you (**Privacy Policy**) and should be read together with these Terms of Use.

Please read the following Terms of Use carefully before using the Site.

1. Acceptance

Your access to and use of this Site, including any Site Content (as defined below) and the Services, is governed by these Terms of Use.

By browsing, accessing or using this Site or by using any of the facilities or services made available through or on this Site, you acknowledge that you have read, understand and agree to be bound by these Terms of Use and any additional terms and conditions notified to you from time to time. These Terms of Use form a legally binding agreement between you and us.

If you do not agree to these Terms of Use, you must immediately exit and not access or use this Site or the Services. We reserve the right to suspend or terminate your access or use of this Site if you do not comply with these Terms of Use.

2. Disclaimer

The material on this Site is provided for general information only. The material provided through your use of the Site has been compiled from information obtained from external sources, including users of this Site and third party advertisers, and is subject to change without notice.

We will endeavour to provide accurate, up-to-date information when you use the Site but we make no representations or warranties (whether express or implied) that the information is accurate, current, complete or authentic and take no responsibility for any error, omission or defect in the information.

You are responsible for making your own assessment of the information, including the authenticity of another user or a vehicle posted on the Site, and should verify all relevant representations, statements and information before you rely on it.

The internet is not a secure medium and communications to and from the Site may be intercepted or altered in transit. We do not warrant or represent that the Site or any linked sites are free from anything which may damage any computer or mobile device used to access the Site.

To the extent permitted by law, we, and our employees and agents, are excluded from liability (including liability by reason of negligence) for any loss, damage, cost or expense, whether direct, indirect, consequential or specified, caused by your use or reliance on this Site or the materials provided through the Site.

3. Changes to Terms of Use and Privacy Policy

We may from time to time (with or without notice to you) update or amend these Terms of Use and our Privacy Policy by posting the changes on the Site. The current version of the Terms of Use and Privacy Policy posted on the Site will apply each time you use our Site. By continuing to use this Site or by entering personal information after any such change, you agree to be bound by the new Terms of Use and Privacy Policy.

You are solely responsible for keeping up to date of any changes by regularly reviewing these Terms of Use and our Privacy Policy.

4. Use of the Site

The Site provides users with transport information, services and assistance programs that are available in north eastern Victoria. In addition to this service, the Site includes the Smartlink to Getting There (**Smartlink**) functionality. an asset based register of vehicles that are accessible in local communities. Smartlink aims to assist transport disadvantaged community groups and not-for-profit organisations (including small schools, support groups and unfunded organisations) with their transport requirements by providing access to the vehicles. The terms and conditions governing the hire of vehicles are found in a separate hire agreement, a template of which can be found on the Site.

Subject to these Terms of Use, any person may access or use this Site via the internet without disclosing any personally identifying information to us (**Unregistered User**). To gain access to certain information and make full use of the functionality of this Site (including Smartlink), you must register your personal or corporate details with us (**Registered User**).

We may make varying levels of functionality available to Unregistered Users and Registered Users. For example, a Registered User will be able to:

- a) create a personal profile as a borrower or lender and post vehicle access, requirements and availability on Smartlink;
- b) communicate with other Registered Users on the Site;
- c) lodge booking requests for vehicles through Smartlink;
- d) receive information and email communications from us; and
- e) sign up for e-bulletins and other notifications.

As a Registered User, you agree to provide accurate and complete information about yourself and to keep this information up-to-date at all times (**Registration Information**).

5. Vehicle transactions

We take your safety and security very seriously. We urge you to be cautious when interacting with other users, whether online or in person, and in responding to and accepting vehicle booking requests. You should take care in selecting appropriate vehicles for your needs and ensure that you take the necessary precautions before entering into any agreements with other users.

If you are experiencing problems with other users or in relation to vehicle bookings generally, you can lodge a complaint with us at ca_admin@tpg.com.au.

We may record and store any information relating to any complaint made against you. We reserve the right, but have no obligation, to monitor disputes between users.

Where become a Registered User to access the vehicle booking functionality, you accept full responsibility for:

- a) your own safety when communicating or interacting with other users, whether through this Site, via third party services or in person; and
- b) the suitability of a vehicle for your needs.

We cannot control and are not liable for any content or communications created by users, including the accuracy or authenticity of the vehicles advertised on the Site. We do not recommend or endorse any information or content posted or uploaded by users or other third parties.

6. Prohibited activities

When using this Site, you must not:

- a) infringe any intellectual property right of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
- b) reproduce any Site Content (as defined below) without our express written permission, which we may grant or withhold at our absolute discretion;
- c) seek reimbursement from any other party for access to the Site or on-sell any information obtained from the Site;
- d) submit, post, upload, email or otherwise send or transmit to the Site, or any user of the Site, anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the Site; or
- e) interfere with the Site or the servers or networks underlying or connected to the Site or violate any of the procedures, policies or regulations of the Site or any networks connected to the Site.

7. Technical issues

You must ensure that your access to this Site is not illegal or prohibited by laws which apply to you.

You must take your own precautions to ensure that the way you access this Site does not expose you to viruses, malicious computer code or other forms of interference which may damage your own computer system or mobile device.

8. Links

The Site may provide links to external websites, applications or services for your convenience only. We do not control and cannot be liable for these websites, applications or services. We do not endorse any external website, application or any associated

organisation, product or service and do not warrant that material on any external website or application is accurate, authentic or complete.

Your use of any external website or application is governed by the terms of that website or application. The provision of a link to an external website or application does not authorise you to reproduce, adapt, modify, communicate or in any way deal with the material on that site.

9. Downloadable documents

The Site may allow you to download particular documents, on the conditions set out below. If you do not agree with these conditions, you should not download the material.

- a) Downloadable material on the Site is provided on the basis that upon downloading you will conduct such virus scanning and other checks as may be necessary to ensure that the downloaded material will not corrupt in any way your data, software or mobile device or those of any other person.
- b) You acknowledge and agree that we will not be under any liability to you for any loss or damage including consequential loss or damage however caused, whether by negligence or otherwise, that arises in any way from the use of the downloaded material.
- c) If you provide the downloaded material to another party, then you should bring these conditions to the attention of that other party and only provide the downloaded material on the same conditions as those on which the original downloaded material was provided to you through the Site.

10. Intellectual Property

The entire contents and design subsisting in, relating to or arising out this Site and available through or in connection with this Site including, but not limited to copyright, logos, trade marks, designs, text, graphics, images, information, applications and other files, and their selection and arrangement (the **Site Content**), are the intellectual property of Community Accessibility, our content providers or our licensors with all rights reserved. You must not do anything, or omit to do anything, which may infringe our intellectual property rights except where expressly authorised in these Terms of Use.

11. Security

We use our best endeavours to minimise viruses and bugs from infiltrating the Site, however, due to the nature of the internet, the Site may be affected by viruses or bugs from time to time. You must take your own precautions to ensure that the process which you employ for accessing this Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. We do not accept responsibility for any interference or damage to your computer system which arises in connection with your use of this Site or any linked web site.

12. Risk and Liability

You acknowledge that:

- a) you use this Site at your own risk; and

- b) we are not responsible for, and accept no liability in relation to, your use of the Site or your conduct in connection with the Site in any circumstance, whether online or offline.

To the maximum extent permitted by law, we exclude all implied representations and warranties which might apply in relation to your use of the Site.

You may have rights under the *Competition and Consumer Act 2010* (Cth) or other applicable legislation in respect of any goods or services supplied through or in connection with the Site. If so, our liability to you is limited, at our option, to:

- a) in the case of goods supplied by us, replacement the goods or supply equivalent goods, repair of the goods, payment of the cost of replacing the goods or of acquiring equivalent goods, or payment of the cost of having the goods repaired; or
- b) in the case of a services supplied or offered by us, supply the services again or payment of the cost of having the services supplied again.

To the fullest extent permitted by law, we are not liable to you on any other basis (including, without limitation, in negligence) and for any other direct, indirect and consequential loss or damage in connection with use of this Site or Services provided to you.

13. Applicable Law

By accessing this Site, you accept that any disputes about the Site or its contents are to be determined by the courts having jurisdiction in the State of Victoria in accordance with the laws in force in the State of Victoria (except any principle of conflict of laws inconsistent with this requirement).

This Site may be accessed throughout Australia and overseas. We make no representation that the content provided by the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located.

14. Questions

If you have any questions about our Terms of Use or any concerns about the Site or its content, please contact us at ca_admin@tpg.com.au.