



# DriveUnity Website

## Terms of Use

Last Update: 11th June, 2017

### 1. Conditions of use

**1.1** This document contains the terms and conditions which apply to your use of the DriveUnity Pty Limited ('DriveUnity' or 'we') web site ('web site'). In addition to these General Conditions, there are also specific and additional terms and conditions, which form part of the General Conditions and govern your use of DriveUnity's web site. Since you are also bound to these specific terms and conditions, you should review them before using our web site or the mobile app.

**1.2** Your use of this web site is governed by these terms and conditions ('Terms').

**1.3** By participating and continuing to use this web site you indicate your consent and agreement to these Terms.

### 2. Copyright and Trademarks

**2.1** What you can do: All the material on this web site is subject to the copyright of DriveUnity. You must not reproduce any of the material contained on this web site except that you may:

- a. download a copy of this web site to the local hard drive of the computer used to access the site; and
- b. print extracts (hard copies) of this web site, but only for your personal use.

**2.2** What you cannot do:

Copy any of the material on this web site or otherwise incorporate into or store in any other website, electronic retrieval system, publication or other work in any form

**2.3** The DriveUnity name is a registered trademark of DriveUnity. Other trademarks may be displayed on the web site from time to time. These may belong to third parties. Nothing displayed on the web site should be construed as granting any licence or right of use of any logo or trade mark displayed on the web site, without the express written permission of the relevant owner.



**2.4** We encourage you to provide links to the website. While you may use the name "driveunity.com.au" in the text of any such link, you may not use the DriveUnity name or any of our other trademarks without our prior written consent.

### **3. Conduct**

**3.1** You must not use this web site for any purpose that is unlawful or prohibited by these Terms. You agree to abide by all applicable laws and regulations and codes of conduct.

**3.2** In particular, you agree not to:

1. use this web site app to disparage, defame, abuse, harass, stalk, threaten or otherwise offend others;
2. publish, distribute, email, transmit or disseminate any material which is unlawful, obscene, defamatory, indecent, offensive or inappropriate;
3. engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited emailing or spamming via the web site;
4. impersonate any person or entity; or
5. upload, post, email, transmit or otherwise make available using the web site any material that you do not have a right to make available under any law or contractual obligation or which contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware.

**3.3** DriveUnity retains the right at all times to monitor, retain or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

### **4. Disclaimers**

**4.1** The information contained on this web site is for general information purposes only. You must not rely on any statement contained in this web site without taking specialist advice. While we endeavour to ensure the accuracy and completeness of the information contained on this web site, we make no warranties and accept no responsibility for any loss or damage you may suffer as a result of your reliance on any part of it.

**4.2** In particular, we make no representations or warranties and exclude all liability:

- a. in relation to any of the material of this web site (including any as to the quality, accuracy, completeness or fitness for any particular purpose of such material);
- b. in relation to any material, resources or content of any other web site included in, referred to on, or accessed by a hyperlink through this web site ('Third Party Web Site'). We do not endorse or approve the material of any Third Party Web Site, nor will we have any liability in connection with any of Third Party Web Site howsoever arising; or
- c. that this web site or any of their material is virus free. You should take your own precautions in this respect and we accept no responsibility for any harmful code that may be introduced into your system by using this web site.

### **5. Access**



Although we will do our best to provide constant, uninterrupted access to this web site, we can not and do not guarantee this. We accept no responsibility or liability for any interruption or delay.

## 6. Privacy

Use of any personal data that you provide to us is governed by our **Privacy Policy Statement**.

## 7. Links and other third party materials

In this section 7, "Content" means any information that may be generated or encountered through use of this web site. It includes data provided by or obtained from Third Parties.

Certain Content, components or features of this web site may include materials from third parties and/or hyperlinks to other web sites, resources or Content, including web sites, Content and material which includes authorised or licensed DriveUnity branding. Because DriveUnity may have no control over such third party sites and/or materials, you acknowledge and agree that DriveUnity is not responsible for the availability of such sites or resources, and that DriveUnity does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that DriveUnity shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

## 8. Advertising

Individual advertisers are solely responsible for the content of any advertising material which is submitted to us or which we obtain from them and which is published on the web site, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of any advertising material published on this web site.

## 9. Liability and Indemnity

**9.1** Certain State and Commonwealth legislation, including the Competition and Consumer Act 2010 (Cth), imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These General Conditions do not purport to exclude any statutory rights available to you and must in all cases be read subject to those statutory provisions.

**9.2** You will indemnify us if we suffer any loss or damage or incur any costs in connection with your breach of these Terms or any other legal obligation by you or your use of or conduct on the web site.

**9.3** To the extent permitted by law, our liability for breach of any implied warranty or condition which cannot be excluded is restricted, at our option, to:

### a. in the case of services supplied or offered by us:

i. the re-supply of those services; or

ii. the payment of the cost of having those services re-supplied; and



**b.in the case of goods supplied or offered by us:**

- i. the replacement of the goods or the supply of equivalent goods; or
- ii. the repair of the goods; or
- iii. the payment of the cost of having the goods replaced; or
- iv. the payment of the cost of having the goods repaired.

**9.4** You agree that in no circumstances will we be liable to you for any indirect, incidental, special and/or consequential losses or damages (including any loss of profits) in connection with:

- a. the use of or access to, or any inability to use or access, the web site or any material on the web site;
- b. unauthorised access to or alterations of your transmissions or data;
- c. statements or conduct of any third party on the web site; or
- d. any goods purchased through this web site.

**10. General**

**10.1** Variations: These Terms may be varied from time to time.

**10.2** Applicable law: These Terms will be governed by and construed in accordance with the laws of the state of New South Wales, Australia.

**10.3** Contact Details: Please contact [admin@driveunity.com.au](mailto:admin@driveunity.com.au) should you have any technical issues regarding this web site.

**11. Contact details**

If you wish to contact us please use any of the methods below:

- email: [admin@driveunity.com.au](mailto:admin@driveunity.com.au)