

## Terms of Use

Welcome to our site. This site is owned by **Cox Automotive Australia Pty Ltd** (ABN 97 090 535 505) ("we", "us", "our"). Should you continue to use this site, you agree to comply with and be bound by the following terms of use. Please note that further terms and conditions govern the purchase of any goods from us.

### 1. Use of our site

The content of this site is for your general information and use only and is subject to change without prior notice.

You can only ever use our site for lawful purposes in a manner consistent with the nature and purpose of the site, and in a way that doesn't impact anyone else's use and enjoyment of the site. We have a zero-tolerance policy for users who conduct themselves unlawfully or encourage such conduct.

As a condition of your use of the site, you agree that you will not:

- violate any laws;
- post any threatening, abusive, defamatory, obscene or indecent material;
- post or otherwise communicate any false or misleading material or message of any kind;
- infringe any third-party right;
- distribute spam, chain letters, or promote pyramid schemes;
- distribute viruses or any other technologies that may harm us or the interests or property of our users;
- impose or contribute to imposing an unreasonable load on the site;
- infrastructure or interfere with the proper working of the site;
- copy, modify, or distribute any other person's content without their consent;
- harvest or otherwise collect information about others, including email addresses, without their consent;
- copy, modify or distribute rights or content from our copyrights and trademarks;
- harvest or otherwise collect information about users, including email addresses, without their consent;
- bypass measures used to prevent or restrict access to the site;
- use any tool that interferes with the normal functioning of the site, including, without limitation, browser plug-ins, extensions, or other software which are designed to supplement, remove or otherwise change any of the site's functionalities;
- sell any counterfeit items or otherwise infringe the copyright, trademark or other rights of third parties;
- use any information or data that you have obtained from this site for any commercial purpose; or

- use any automated systems or software to access, copy, reproduce or scrape any information or data that is available on this site.

You are solely responsible for all information that you submit to the site and any consequences that may result from your submissions. We reserve the right at our discretion to refuse or delete content that we believe is inappropriate or breaching the above terms. We also reserve the right at our discretion to restrict a user's usage of the site either temporarily or permanently or refuse a user's registration.

Unauthorised use of this site may be a criminal offence and/or give rise to a claim for damages.

## **2. Intellectual property**

This site contains material that is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look, graphics, text, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features of the site, and is protected by copyright under the laws of Australia and through international treaties.

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### **3. Privacy**

We take your privacy seriously. All information we collect through your use of the site and how we use and disclose it is set out in our Privacy Policy, which is available on our site.

### **4. Links from our site to other sites**

We may also, on occasion, include links to other sites which we do not control. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk. Please note that we include these links for your convenience. However, we don't necessarily endorse or support the views, opinions, standards or information expressed on them. We have no control over the nature, content and availability of those sites. For your own safety, please make sure you check the protocols and standards of the linked sites before using them.

### **5. Our use of cookies**

We use cookies to monitor browsing preferences and to help us improve, promote, and protect our site and services. By continuing to use the site, you agree to our cookie policy. You can find out more information about our cookie policy in our Privacy Policy, which is available on our site.

### **6. Security**

We use our best endeavours to ensure the site is free of any malware, bugs, viruses, trojan horses, ransomware or other harmful code or communications which may be transmitted to or through the site, including links to other sites.

### **7. Disclaimer and indemnity**

We make the site available to you, however you use it at entirely your own risk, for which we will not be liable. Everything on the site is provided "as is" and "as available" – we don't make any representations or warranties of any kind – and we exclude all liability for loss or damage you might suffer because of:

- failures, errors, mistakes, inaccuracies, interruptions, defects, delays, viruses, lost, stolen, altered or misused data, unlawful third party conduct arising out of the site;
- unsuitable or out of date information on the site (including third party material and advertisements on the site);
- you or any other person acting or not acting, on any information;
- personal injury or property damage of any nature resulting from your or any other person's access to or use of the site;
- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any interruption of transmission to or from the site;

- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any malware (bugs, viruses, trojan horses, ransomware or other harmful code or communications) which may be transmitted to or through the site, including links to other sites;
- costs incurred by you in using the site; and
- links which are provided for your convenience.

It is your own responsibility to ensure that any services or information available through this site meet your specific requirements.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the site.

#### **8. Jurisdiction**

These terms will be governed by the laws of Victoria. In the event of any dispute, we ask that you first contact us, and we'll do our best to resolve the dispute to our mutual satisfaction quickly, cheaply and efficiently. If we do end up in court, you agree that the exclusive venue for resolving any dispute will be in the courts of Victoria and courts of appeal from them.

