



WEBSITE TERMS AND CONDITIONS POLICY

Please read and accept the terms and conditions carefully before using Tolycab Pty Ltd website:

Definitions

You/your means you or, if it applies, both you and the other person or organisation on whose behalf you are acting.

Our/we/us means Tolycab Pty Ltd ABN 94 629 020 257

Customer means an organisation or business with whom Tolycab Pty Ltd is contracted.

Client means any individual who:

- enters information or data on tolycab.com.au page and/or
- who is an employee or member of a Customer of Tolycab Pty Ltd or
- is otherwise entitled to use our services.

This classification also extends to those who possess the right to utilise our services, such as duly authorised agents of a Customer.

Consultant means a Tolycab director or staff member.

General Visitor means any person who accesses Tolycab Pty Ltd website but does not enter information or data on a Page.

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs.

Page means a page on Tolycab Pty Ltd website through which a Client can contact Tolycab by filling in the Contact Us form.

Personal information means information about an identifiable, living person.

Website means www.tolycab.com.au including all pages using the 'tolycab.com.au' domain name.

Acceptance of Terms and Conditions

Tolycab Pty Ltd provides the information contained on this website and any pages comprising the website ("website") to you subject to the terms and conditions of use set out herein ("terms and conditions").

By accessing, using and/or downloading any information from the website, you are deemed to have accepted and agreed to the terms and conditions.

If you do not accept and agree to the terms and conditions, do not access, use or download any information from the website.

If you are a Client, you confirm that you accept these terms and conditions and that you agree to comply with them. If you do not agree to these terms and conditions, you must not use our Site.

Changes to Terms and Conditions

We may modify or amend these terms and conditions without notice to you and your continued access or use of the website will be subject to the terms and conditions in force at the time of such access or use.

Unless stated otherwise, any change takes effect immediately. Accordingly, you should review the terms and conditions periodically as your continued access or use of the website shall be deemed to be your acceptance of the amended terms and conditions.

We may change, suspend, discontinue, or restrict access to, our website without notice or liability.

These Terms were last updated on 19/12/2024.

Content of the Website

Whilst every effort is made to update the information contained on this website on a regular basis, we make no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of the information, opinions, data and/or content contained on the website and shall not be bound in any manner by any information contained on the website.

We may update and change our website from time to time to reflect changes to our services, products, our Customers' needs, changes in law and our business priorities. We will try to give you reasonable notice of any major changes.

We reserve the right at any time to change the content or discontinue without notice, any aspect or feature of the website. No opinions, research information, data or content contained on the website (and whether posted by us or a third party) should be construed as advice and same are offered for information purposes only.

Links to Third-Party Websites

This website may contain links to third-party websites. We do not endorse or control these websites and are not responsible for their content or practices. Your use of third-party websites is at your own risk. No hypertext links may be created from any website controlled by you (whether directly or indirectly) to this website without our express prior written permission.

Intellectual Property

All content on this website, including text, graphics, logos, images, audio, video, and software, is the property of Tollycab Pty Ltd or its licensors and is protected by applicable copyright, trademark, and other intellectual property laws. We are the lawful user thereof and same are protected by Australian and international intellectual property laws.

All third-party material contained on this website is the copyright of individual contributors and is made available for personal use only. It may not be further copied and distributed without permission from the copyright owners concerned.

You may access and use the content on this website for personal, non-commercial purposes. Any other use, including reproduction, distribution, or modification, is prohibited without prior written consent from us. Applications for consent should be emailed to jo@tolycab.com.au

The trademarks, names, logos and service marks (collectively “trademarks”) displayed on this website are the registered and unregistered trademarks of Tollycab Pty Ltd. Nothing contained on this website should be construed as granting any licence or right to use any trademark without the prior written permission of Tollycab Pty Ltd.

Where you are the owner of copyright work which you believe is available on this website in such a way that does not satisfy the fair dealing provisions of the Copyright Act 1968 or otherwise constitutes a copyright infringement, or a breach of an agreed licence or contract, please notify us at jo@tolycab.com.au and we will remove it immediately.

User Conduct

You agree to use this website in compliance with all applicable laws and regulations. You shall not engage in any conduct that:

- Violates any third-party rights, including intellectual property or privacy rights.
- Is unlawful, abusive, harassing, defamatory, or otherwise objectionable.
- Disrupts or interferes with this website’s functionality or security.

You are obligated to:

- Refrain from engaging in any actions or introducing any elements (including viruses, worms, Trojan horses, time bombs, keystroke loggers, spyware, or similar features) that could potentially compromise or disrupt this website or any underlying systems. Additionally, you must not attempt to harm or interfere with this website or any underlying systems in any way.
- Access this website exclusively through standard web browsers, unless expressly permitted otherwise by us. Prohibited methods include scraping, deep-linking, harvesting, data mining, employing robots or spiders, automation, or any analogous techniques for gathering, extracting, or monitoring data.

By registering as a user (Client, Customer and/or Consultant), you consent to the use of electronic methods for service delivery and to employ electronic records for storage of personal information as needed for our services. You must provide true, current and

complete information in your dealings with us. All information will be kept in accordance with our Privacy Policy, which you can also find on our website.

Clients may use this website to Contact Us. This process entails providing your personal and contact information, and including any additional free-text comments relevant to the consultation.

It is strictly prohibited for users to input incorrect, misleading, or deceptive information on the page.

Disclaimers and Limitations of Liability

This website is provided on an "as-is" and "as-available" basis. We make no warranties or representations, express or implied, regarding this website's accuracy, reliability, or functionality. We do not warrant that this website will be error-free, secure, or free from viruses or harmful components.

Tolycab Pty Ltd shall not assume responsibility and hereby disclaims all liability for any losses, liabilities, damages (whether direct, indirect, or consequential), personal injuries, or expenses of any kind that may be incurred by you or any third party. These occurrences may arise from or be linked, either directly or indirectly, to your access and/or utilisation of this website and the information contained therein.

By accepting these terms, you relinquish any and all claims you might have against us regarding any losses, liabilities, damages (whether direct, indirect, or consequential), or expenses of any nature. These events may be experienced by you or your dependents and are connected, either directly or indirectly, to the aforementioned circumstances.

These limitations on liability shall remain in effect irrespective of the legal basis for any claims, whether arising from a contract, tort, delict, strict liability, or any other legal theory. Additionally, these limitations shall apply regardless of whether either party was informed about the potential for such damages. Notwithstanding any conflicting provisions within this agreement, it is important to note that we shall not be held liable for any indirect, contingent, or consequential losses. This includes, but is not limited to, losses such as business disruption or profit loss, incurred or sustained by you or any third party in any way connected to your use of or reliance on this website or any information provided on or through this website.

Privacy Policy

Your use of this website is also governed by our Privacy Policy, which can also be found on our website. By using this website, you consent to the collection and use of your information as described in our Privacy Policy.

Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Victoria, Australia. Any disputes arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts located within State of Victoria, Australia.