

## Find My Van Terms and Conditions of Use

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### 1. Introduction to the Terms and Conditions of Use

Welcome to [www.findmyvan.com.au](http://www.findmyvan.com.au) (the 'Website').

Please read these Terms and Conditions of Use (the 'Terms') carefully before using this Website.

### 2. Application of Terms of Use

- 2.1. Find My Van Pty Ltd ACN 655 466 461 ('Find My Van') owns and operates this Site. Access to and use of this Site is, and any products and/or services available through this Site (collectively, **Services**), are subject to the following terms, conditions, and notices (**Terms of Use**).
- 2.2. By using the Services, you are agreeing to all the Terms of Use, and to any amendments which may be made from time to time in the manner provided in these Terms. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.
- 2.3. Find My Van Pty believes that clarity and transparency is an important part of our relationship with our customers.
- 2.4. The following Terms of Use will apply to all users (**the user or user's**) of the Site and will operate in conjunction with any other applicable terms and conditions, inclusive of the Find My Van Privacy Policy (the details of which can be found under the heading Privacy Policy) and any Client Engagement Terms and Costs Agreement which exist with users of the Site.
- 2.5. In the event of a conflict between these Terms of Use and a Client Engagement Terms and Costs Agreement, the terms of the Client Engagement Terms and Costs Agreement will prevail.
- 2.6. In these Terms of Use, references to "**we**", "**us**" or "**our**" are references to Find My Van and its successors and/or permitted assigns, or any related bodies corporate. References to "**you**"

and "**your**" or "**the user**" or "**user's**" and "**your organisation**", if you are a representative of your organisation, are references to each user of the Site.

### 3. Acceptance of the Terms

- 3.1. These Terms constitute an agreement between Find My Van and you as a user of the Website and/or recipient of Services.
- 3.2. By using the Website and/or receiving the Services in any way, you acknowledge that you have read, accepted and agreed to be legally bound to these Terms of Use as well as acknowledging and agreeing to be bound in respect of any notices, protocols or guidelines applicable to the use of the Site and appearing on or in connection with the Site, which are incorporated herein by reference as part of these Terms.
- 3.3. You acknowledge and agree that your access to, and use of, this Site is on an "as is, as available" basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts, or all, of this Site.
- 3.4. Find My Van may also require you to acknowledge and accept other terms and conditions on the Website by clicking "accept" or "agree" (as applicable).
- 3.5. All terms and conditions on the Website form part of the Terms. If you do not agree with the Terms, you must immediately cease using the Website and/or receiving the Services.
- 3.6. You must not use the Services and must not accept the Terms if you are not of legal age, or do not have the authority, to form a binding contract with Find My Van.

### 4. Amendments to Terms of Use

- 4.1. We reserve the right to amend these Terms of Use from time to time. Your continued use of the Website following such notification will

represent an agreement by you to be bound by the terms and conditions as amended.

- 4.2. Any changes to the terms take immediate effect from the date of their publication, so we recommend you keep a copy of the Terms for your records.
- 4.3. Find My Van must have the right in its absolute discretion at any time and without notice to amend, remove, or vary the Services or any page of this Website.
- 4.4. Find My Van may, but is not bound to, also issue an email notification to your registered email address.

## 5. Linked sites

- 5.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
- 5.2. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.
- 5.3. This Site may contain links to other websites (Linked Sites), which are not operated by Find My Van.
- 5.4. Find My Van has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.
- 5.5. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

## 6. About the Website

- 6.1. Find my Van facilitates interactions between:
  - 6.1.1. a user seeking to buy (referred to as the 'Buyer'); and

- 6.1.2. a user seeking to sell (referred to as the 'Seller'),

a van or other motor vehicle (the '**Vehicle**') making it easier for the Buyer and the Seller to locate, communicate, arrange payment for Vans in a fast and secure manner (the '**Services**').

- 6.2. The Website allows:

- 6.2.1. the Seller to specify the Vehicle it is offering on for sale ('Listing'); and

- 6.2.2. the Buyer to review Listings for Vehicles it is seeking.

- 6.3. The Buyer and Seller are responsible for entering into an agreement for the sale of a Vehicles (the '**Contract**'). Find my Van suggest that the Contract specifies (amongst other things) the following information:

- 6.3.1. the purchase price of the Vehicle including the Deposit (the '**Purchase Price**');

- 6.3.2. the deposit payable by the Buyer upon entering the Contract (the '**Deposit**');

- 6.3.3. the date at which full payment under the Contract is due (the '**Sale Date**');

- 6.3.4. the date at which the Vehicle will be delivered by the Seller, or made available for collection by the Buyer (the '**Delivery Date**'); and

- 6.3.5. the location at which the Vehicle will be delivered or made available to the Buyer (the '**Delivery Location**').

## 7. Silent Caravan Auction Event

- 7.1. Find my Van hosts Australia's Silent Auction for caravans.

- 7.2. This event is free for members of the public to attend as per Terms and Conditions. All patrons/bidders/ sellers attending the event will register and obtain a free ticket on the Eventbrite website at <https://www.eventbrite.com.au/>.

- 7.3. Ticket registration at Eventbrite is an essential condition to enter the event and must be presented at the entrance gate.
  - 7.4. Caravan sellers agree to register their caravan for sale with Find my Van prior to the event and will pay a registration fee to Find my Van at the time of registering.
  - 7.5. Caravan sellers agree to stipulate a reserve price for their caravan and agree to their caravan being sold at or above the reserve price at the event, paying Find my Van a 5% fee if the caravan is sold at the silent auction.
  - 7.6. The 5% fee will be paid directly to Find My Van in the form of a deposit by the buyer.
  - 7.7. Caravan sellers must arrive at the venue on the day and time stipulated by Find My Van and must take exceptional care when driving, manoeuvring and parking their caravans in the event yard.
  - 7.8. All bidders will document their bids on official bidding cards supplied by Find My Van and handed to the official auction officer at the reception desk on site.
  - 7.9. An unlimited number of offers at or above the reserve price can be made in writing on each caravan by multiple bidders. A bidder may bid on multiple caravans but must not place more than one bid on the same caravan.
  - 7.10. Bidders are not obliged to purchase the caravans they win.
  - 7.11. The winning bid is the highest bid on each caravan. If the highest bidder withdraws their bid or can not proceed with the sale, the offer will go to the next highest bidder.
  - 7.12. No less than two specially trained Find My Van staff will open and assess the bids following the auction and notify the highest bidders.
  - 7.13. The winning bidders will be notified immediately following the auction and will be required to pay a 5% deposit to Find My Van. Other bidders will be notified in due course.
- 8. Use of the Website and Services**
    - 8.1. You warrant that any information you give to Find My Van (including in the course of using the Website) will be accurate, correct and up to date. You must immediately notify Find My Van if any information that you have provided Find My Van ceases to be accurate, correct and up to date.
    - 8.2. Find My Van grants you a non-exclusive and non-transferrable right to use the Website and Services for the sole purpose of receiving the benefit of the Services.
    - 8.3. You must use the Website and Services only for the purposes that are permitted in the Terms or as otherwise approved by Find My Van in writing. Breach of this provision may result in cancellation of the Services and/or termination of these Terms.
    - 8.4. Your use of the Website or Services must be in accordance with any applicable laws.
    - 8.5. You must not use the Website or Services for any illegal and/or unauthorised use, including (but not limited to) collecting email addresses of other users by electronic or other means for the purpose of sending unsolicited emails.
    - 8.6. You acknowledge and agree that any automated use of the Website or Services is prohibited and may result in cancellation of the Services and/or termination of these Terms.
    - 8.7. You must not use the Website or Services to solicit any goods and services, other than as permitted in the Terms, the Website or otherwise approved by Find My Van in writing.
    - 8.8. You acknowledge and agree that, unless otherwise agreed in writing, all commercial advertisements, affiliate links and other forms of solicitation may be removed from user profiles and listings without notice and may result in cancellation of the Services and/or suspension or termination of these Terms.
  - 9. Your obligations**
    - 9.1. Any content that you disclose to us or otherwise broadcast, publish, upload, transmit, post or

distribute on the Website ('Your Content') must be accurate, correct and up to date. You must immediately amend any of Your Content that ceases to be accurate, correct and up to date.

9.2. When using the Website, you must not:

- 9.2.1. impersonate any person or falsely represent your association with any person or organisation;
- 9.2.2. falsely represent your authority to make a request or transaction via this Site;
- 9.2.3. provide false and misleading information in connection with this Site;
- 9.2.4. access or attempt to access information resources you are not authorised to use;
- 9.2.5. use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity;
- 9.2.6. use the Site to disseminate false, malicious or defamatory content;
- 9.2.7. attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, including the use of automated tools;
- 9.2.8. hack into any aspect of the Service; corrupt data; cause annoyance to other users;
- 9.2.9. send any unsolicited advertising or promotional material, commonly referred to as "spam";
- 9.2.10. attempt to affect the performance or functionality of any computer facilities of or accessed through this Website;
- 9.2.11. harass, stalk, threaten, discriminate, spam, intimidate, or otherwise inappropriately communicate with other users of the Website;
- 9.2.12. interfere with another user's use and enjoyment of the Website;

- 9.2.13. attempt to solicit any user away from the Website;
- 9.2.14. upload any material that is abusive, threatening, harmful, malicious, defamatory, obscene, profane or unlawful;
- 9.2.15. upload any material containing a virus or other hostile compute program, or otherwise attempt to undermine the security of the Website and Find My Van's computer systems;
- 9.2.16. transmit nor distribute a virus, trojan, worm, logic bomb or any other divisive material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; or
- 9.2.17. attempt to gain unauthorised access to material, content and records through any means not intentionally made available through the Website.

## 10. Obligations of Sellers

- 10.1. This clause 10 applies to any Sellers who proposes to sell Vehicles to Buyers. Any breach of this clause 10 may result in cancellation of the Services and/or suspension or termination of these Terms.
- 10.2. You acknowledge and agree that Find My Van are neither a party to any transaction (whether completed or not) between any Seller and any Buyer, nor responsible for any obligations arising between any Seller and any Buyer.
- 10.3. As a Seller, you may email accurate information to [enquiries@findmyvan.com.au](mailto:enquiries@findmyvan.com.au) to be added to the Website regarding the Vehicles you offer to Buyers ('Listing').
- 10.4. You are solely responsible for the accuracy of your Listings, and for clearly describing any special terms and conditions applicable to Buyers accepting your Listings. Find My Van has no liability or responsibility in connection with your Listings.

- 10.5. You understand that any Listings you create on the Website may result in you owing Buyers certain obligations under Australian Consumer Law and other applicable laws. You agree that such responsibilities are your sole responsibility.
  - 10.6. You represent and warrant that you comply with all laws, ordinances, regulations, agreements and/or similar restrictions applicable to your Listing and any Contract.
  - 10.7. You warrant that in entering into a Contract with a Buyer, you will not be contravening the terms of such applicable laws, ordinances, regulations, agreements and/or restrictions.
  - 10.8. You must not engage in any fraudulent or deceptive practices, including making false or misleading claims in: (i) your Listings; (ii) communications with any Buyers; or (iii) your Contracts.
  - 10.9. You are solely responsible for ensuring you comply with all applicable taxation requirements and make payment of all taxes and duties regarding: (i) your use of the Website and/or Services; and (ii) your Listing and all Contracts.
  - 10.10. Find My Van reserves the right to remove any of your Listings from the Website which, in Find My Van's sole discretion:
    - 10.10.1. will reflect adversely, or be likely to cause prejudice, to Find My Van, the Website or the Services; or
    - 10.10.2. are illegal, offensive or otherwise inappropriate.
- 11.3. Find My Van does not make any representation, warranties or guarantees (whether express or implied) regarding the quality, safety, condition, suitability, merchantability, and/or fitness for purpose of any Listing of a Seller.
  - 11.4. You represent and warrant that you have conducted your own enquiries regarding a particular Listing and Seller in respect of which you enter into a Contract.
  - 11.5. You represent and warrant that you have full legal right and authority to enter into a binding contract with a Seller. You understand that any Contract you enter into may result in you owing Sellers certain obligations under applicable laws. Find My Van is not liable for any loss or damage incurred as a result of your acceptance of a Contract.
  - 11.6. You represent and warrant that you have complied with all applicable laws, ordinances, regulations, agreements and/or similar restrictions applicable to your Contracts. You warrant that in entering into Contract with a Seller, you will not be contravening the terms of any such applicable laws, ordinances, regulations, agreements and/or similar restrictions.
  - 11.7. You must not engage in any fraudulent or deceptive practices, including making false or misleading claims in: (i) your communication with any Sellers; and (ii) your Contracts.

## **11. Obligations of Buyers**

- 11.1. This clause 11 applies to any Buyer who are seeking to buy a Vehicle from a Seller. Any breach of this clause 11 may result in cancellation of the Services and/or suspension or termination of these Terms.
- 11.2. You acknowledge and agree that Find My Van is neither a party to any transaction (whether completed or not) between a Seller and Buyer, nor responsible for any obligations arising between a Seller and Buyer.

## **12. Operation of Site and Information Sharing**

- 12.1. The Site has been implemented in a technical environment which is designed to provide high availability and to be reasonably fault tolerant.
- 12.2. The target availability is 24 hours per day, 7 days per week other than during maintenance windows as they arise from time to time. Find My Van may alter, suspend, or decommission this Site at any time without giving reasons. Where reasonably practicable, Find My Van will attempt to give prior notice of any such action but is not obliged to do so.

- 12.3. You should promptly notify Find My Van if you discover or suspect any error or malfunction in the Site. In such an event, you agree to promptly provide to Find My Van information and details regarding any error or malfunction of the Site to the extent reasonably necessary to identify, confirm, investigate, and rectify any such errors or difficulties (including where relevant any details of your operating environment or that of your organisation).
- 13. Service Fee**
- 13.1. Any applicable service fees paid by a Seller and/or Buyer to Find My Van ('Service Fees') must be made via direct deposit to the bank account nominated by Find My Van.
- 13.2. The applicable Service Fees are outlined on the Website or otherwise provided to you. By using the Website and receiving the Services, you are deemed to have accepted the Service Fees that will apply.
- 13.3. The Service Fee specified on the Website is exclusive of GST.
- 13.4. The Service Fees collected by Find My Van are non-refundable. Nonetheless, Find My Van may, at its sole discretion, provide a refund or credit where circumstances warrant.
- 14. Copyright and Intellectual Property**
- 14.1. For the purposes of this clause "Intellectual Property" or "IP" includes all statutory and other proprietary rights in respect of intellectual property including copyright and neighbouring rights (including but not limited to rights in relation to software), all rights in relation to inventions (including registered and not yet registered patent rights), registered and unregistered trademarks, designs, domain names, the right to have Confidential Information (including trade secrets and know-how) kept confidential, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 14.2. The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of Find My Van or its licensors and are protected by copyright laws and treaties around the world.
- 14.3. The Website and all associated material (e.g., email communication sent by Find My Van) is protected by copyright under the laws of Australia and through international treaties.
- 14.4. Unless otherwise indicated, all intellectual property rights in the Website and associated materials (e.g., email communication sent by Find My Van), including (but not limited to) trademarks, service marks, business names, trading names, domain names, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features ('Intellectual Property') are owned, registered, controlled, licensed and/or reserved by Find My Van (and/or its contributors).
- 14.5. We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our website in accordance with these Terms, so you can use and access our services through the site. The information on this website can only be accessed for personal or non-commercial use.
- 14.6. Find My Van does not grant you any other rights whatsoever in relation to the Intellectual Property, Website, Products and Services.
- 14.7. Find My Van retains all rights, title and interest in and to the Intellectual Property.
- 14.8. Unless you have obtained prior written permission, you cannot reproduce, publish, license, or alter any of the content found on this website.
- 14.9. You are not permitted to publish, manipulate, distribute, or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website, nor may you use any such content in

connection with any business or commercial enterprise. All other rights are expressly reserved by Find My Van.

- 14.10. Where you broadcast, publish, upload, transmit, post or distribute Your Content on the Website, you grant to Find My Van a non-exclusive, transferrable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, up-load to a third-party, transmit, post, distribute, show or play in public, adapt or change Your Content.
- 14.11. You must indemnify, defend and hold harmless, Find My Van and its officers, employees, agents, contractors, and affiliates against all liability, damages, losses, costs or expenses (including, without limitation, legal fees on a full indemnity basis), arising out of any claim, suit, proceeding, action or allegation ('Claim') that Your Content violates or infringes any intellectual property rights of a third party. You may defend each indemnified Claim against Find My Van, however, you may not enter into any settlement of a Claim without Find My Van's prior written consent.

#### **15. Disclaimer as to ownership of trademarks, images of personalities and third-party copyright**

- 15.1. Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked, or affiliated with Find My Van and you should not rely on the existence of such a connection or affiliation.
- 15.2. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Find My Van.

#### **16. Confidentiality**

- 16.1. During the course of your use of the Services, you may receive information relating to Find My Van, the Website or the Services that is not known to the general public ('Confidential Information'). You agree that:
- 16.1.1. all Confidential Information will remain Find My Van's exclusive property;
- 16.1.2. you will use and disclose Confidential Information only as is reasonably necessary for your participation in the Services;
- 16.1.3. you will not directly or indirectly (including through a third party) disclose Confidential Information to any other person; and
- 16.1.4. you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in the Terms.

#### **17. Publicity**

You must not misrepresent or embellish the relationship between you and Find My Van in any way. You may not use Find My Van's trademarks or logo in any way (including in promotional material) without Find My Van's prior written consent.

#### **18. Privacy Policy**

- 18.1. Find My Van regards customer privacy as an important part of our relationship with our customers.
- 18.2. Our privacy policy, which sets out how we will use your information, can be found at <https://www.findmyvan.com.au>
- 18.3. By using this Website, you consent to the processing described the privacy policy and warrant that all data provided by you is accurate. All personal information you provide is protected by the Privacy Act 1988 (Privacy Act) and handled in accordance with our Privacy Policy.
- 18.4. Subject to the Privacy Policy, Find My Van may from time to time monitor and view Your

Content on the Website for the purpose of ensuring you are in compliance with the Terms.

## **19. General Disclaimer**

19.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by any laws (or any liability arising under them) which by law may not be limited or excluded.

19.2. Use of the Website and the Services is at your own risk. Subject to clause 19.1 and to the maximum extent permitted by law:

19.2.1. the Website and the Services are provided to you "as is" and "as available"; and

19.2.2. all guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded.

19.3. Subject to clause 19.1 and to the maximum extent permitted by law, Find My Van, and its affiliates, directors, officers, employees, agents, contributors and licensors do not make, and disclaim, any express or implied representation or warranty about the Website and the Services, including:

19.3.1. any warranties of merchantability or fitness for a particular purpose;

19.3.2. any warranties regarding the accuracy, suitability or currency of any information on the Website or regarding the Services;

19.3.3. any warranties that the Website or Services will meet your requirements;

19.3.4. any warranties that the Website or Services will be made available: (i) in a timely manner; (ii) without delay in operation or transmission; (iii) uninterrupted; (iv) error free; or (v) defect free; and

19.3.5. any warranties that the Website or Services will be made available

securely without: (i) loss of data; (ii) communication line failure; (iii) unauthorised access to data; or (iv) any computer viruses or harmful code.

19.4. You acknowledge that the Website and Services are only intended to facilitate the interactions between the Buyer and the Seller and Find My Van does not offer any services other than the Services. Find My Van holds no liability to you arising from:

19.4.1. the conduct of other users you interact with on the Website;

19.4.2. any Contracts that you enter into; or

19.4.3. misuse of Your Content (including violation and infringement of any intellectual property rights in Your Content) by any other party (including other users).

19.5. You acknowledge that we are not responsible for any damage to your computer, systems or software caused by your use of this Site, including by any virus (irrespective of the origin of the virus) arising from your use of the Site.

## **20. Limitation of Liability**

20.1. Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions, or warranties as to its accuracy.

20.2. Find My Van's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), equity, statute or otherwise will not exceed either: (i) the total fees paid by you to Find My Van in the preceding calendar month; or (ii) the resupply of the Services.

20.3. To the maximum extent permitted by law, Find My Van hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of



equity and must not be liable (including in contract, tort (including negligence), for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, opportunity, revenue, business, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, even if Find My Van has been advised of the possibility of those losses or damages, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

## **21. Indemnity**

21.1. You agree to indemnify Find My Van, its affiliates, employees, agents, contributors, third-party claims, liability, damages, or costs (including, but not limited to, legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with:

- 21.1.1. any breach by you of the Terms;
- 21.1.2. your use of the Website and/or Services (subject to clause 21.2); and
- 21.1.3. any breach by you of applicable laws.

21.2. Clause 21.1 will not apply where the actions, suits, claims, demands, liabilities, costs, expenses, loss and damage is incurred, suffered or arises out of or in connection to your use of the Website and/or Services in accordance with the Terms or Find My Van's written guidance or direction.

21.3. In addition to any other exclusions of liability under these Terms, you agree that Find My Van will not be liable to you or your organisation for any loss or damage whatsoever that you or your organisation suffers or may suffer that arises directly or indirectly from:

- 21.3.1. unauthorised access to or alterations of your transmissions or data;
- 21.3.2. Any attempt to use the Site without authorisation. This includes but is not limited to password cracking, social engineering (defrauding others into releasing their passwords), denial-of-service attacks, sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, harmful alterations of services, harmful and malicious destruction of data, injection of computer viruses, distribution of viruses using the Site, intentional invasion of privacy, reading of files without authorization; and
- 21.3.3. any other matter relating to this Site.

## **22. No Warranties**

While we take care to ensure that the content on our Website is accurate, current, and complete, we do not represent, warrant, or guarantee its accuracy, currency, or completeness (to the maximum extent permitted by law).

## **23. Termination of Terms**

23.1. If you want to terminate the Terms and cancel the Services, you may do so by providing Find My Van with 14 days' notice of your intention to terminate.

23.2. To the maximum extent permitted by law, Find My Van reserves the right to discontinue or cancel the provision of the Services and/or terminate these Terms at any time without notice if:

- 23.2.1. you have breached, or Find My Van reasonably believes that you have breached, any provision of the Terms;
- 23.2.2. you have breached, or Find My Van reasonably believes that you have breached, any applicable laws;
- 23.2.3. Find My Van is required to do so by law;

- 23.2.4. Find My Van is no longer providing the Services to users in the country, state or county in which you reside or from which you use the Services;
- 23.2.5. the provision of the Services to you is, in the opinion of Find My Van, no longer commercially viable; or
- 23.2.6. Find My Van, in its sole discretion, reasonably believe that such termination is necessary to protect the interests of Find My Van and/or its users.

24.3. Termination or expiration of the Terms will not affect accrued rights, indemnities, existing commitments or any contractual provision that by their nature are intended to survive termination or expiration of the Terms.

#### **24. Disputes regarding these Terms**

- 24.1. If a dispute arises out of or relates to these Terms, either party may not commence any tribunal or court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- 24.2. A party claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the Dispute, the desired outcome and the action required to settle the Dispute ('Notice').
- 24.3. On receipt of such Notice, the parties must within 30 days of the Notice meet in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree. All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable

shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

- 24.4. If for any reason whatsoever, 60 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by The Australian Disputes Centre (ADC) under its "Commercial Mediation Guidelines". The Parties will then use their reasonable efforts to resolve the dispute by mediation under ADC's "Commercial Mediation Guidelines". The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation. The Parties must each pay their own costs associated with the mediation. The mediation will be held in Adelaide, South Australia.

- 24.5. If 30 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

#### **25. Access to Third Party Services**

From time to time, Find My Van may provide access on the Website to third-party services (such as payment, authentication and verification services). To the extent Find My Van provides access to those services, it will have no liability whatsoever in relation to the provision of those services, the use of which is between you and the relevant third-party providing them and is based on the third party's terms of service.

#### **26. Relationship**

Nothing in these Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Find My Van. You will have no authority to make or accept any offers or representations on Find My Van's behalf. These terms will not create an exclusive relationship between you and Find My Van.

#### **27. Currency**

Except as otherwise provided, all amounts on the Website will be expressed and displayed in Australian dollars, and all payments contemplated by the Terms must be made in Australian dollars.

## **28. Governing Law and Jurisdiction**

The laws of South Australia, Australia govern these Terms, the use of the Website, and the provision of the Services. In the event of any dispute arising out of or in relation to the Terms, the use of the Website or the provision of the Services, you agree that the exclusive venue for resolving any dispute shall be in the courts of South Australia, Australia.

## **29. Entire Agreement**

These Terms and any policies or operating rules on this Website constitute the entire agreement and understanding between you and Find My Van and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and Find My Van (including, but not limited to, any prior versions of the Terms). Any ambiguities in the interpretation of these Terms shall not be construed against Find My Van.

## **30. Waiver**

The failure of Find My Van to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

## **31. Severance**

- 31.1. If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect.
- 31.2. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly.
- 31.3. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

## **32. Changes to Terms**

Find My Van reserves the right, at its sole discretion, to update, change or replace any part of these Terms by posting updates and changes to the Website. It is your responsibility to check the Website periodically for changes. Your continued use of or access to the Website or the Services following the posting of any changes to these Terms constitutes acceptance of those changes. If you do not agree to the changes to the Terms, you should immediately stop using the Website and Services

## **33. Force Majeure**

Find My Van will not be liable for any delay or failure to perform any of its obligations under the Terms by reasons, events or other matters beyond its reasonable control.

## **34. Notices**

- 34.1. Except as otherwise stated in the Terms or Website, Find My Van will send all notices and other communications regarding the Terms, your use of the Website, and the provision of the Services, to you at your registered email address or addresses. You will be required to provide your email address when registering for the Services. You may change your email address or nominate additional email addresses for notifications by providing written notice to Find My Van. You will be deemed to have received any email sent to the email address then associated with your account when Find My Van sends the email, whether or not you actually receive the email. You must send all notices and other communications relating to Find My Van to [admin@findmyvan.com.au](mailto:admin@findmyvan.com.au).

## **35. Contact Information**

- 35.1. Questions about the Terms, use of the Website, or provisions of the Services should either be provided through the form found on the Website, or sent to [admin@findmyvan.com.au](mailto:admin@findmyvan.com.au).