

## **EzyDrive Rentals Website Terms of Use**

Welcome to the website of On Call Repairs Pty Ltd trading as EzyDrive Rentals (ABN 53 667 046 371) ("EzyDrive", "we", "us" or "our"), a vehicle rental business.

This website is located on the web via the domain **www.ezydriverentals.com.au** and includes all pages, files, functionality and online forms made available through that domain ("this site").

### **Agreement to these Website Terms of Use**

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By accessing or using this site, you agree to be bound by these terms of use ("Website Terms of Use"). These Website Terms of Use constitute a binding agreement between you and EzyDrive and govern your use of this site, including any online enquiry, application or payment functionality made available through it.

### **Privacy Policy**

Your use of this site may also be subject to our Privacy Policy (located at **www.ezydriverentals.com.au**). These Website Terms of Use are not a privacy policy and do not replace any separate rental agreement, order form, direct debit request or other document that may apply to a vehicle rental or related transaction with EzyDrive.

### **Legal Capacity to Transact**

If you are under 18 years of age, you cannot submit a rental enquiry, application, booking request or payment through this site. By using this site, you represent and warrant to EzyDrive that you are at least 18 years of age and have legal capacity to use this site and submit information to us. If EzyDrive suffers any damage or loss as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such loss from the minor's parents or guardians to the extent permitted by law.

### **Restrictions on Use**

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#### **Prohibited conduct**

Your use of this site is subject to the rules set out in Schedule 1 below and any additional instructions or warnings displayed on this site from time to time.

#### **Violations of these Website Terms of Use**

Without limiting any other remedies available to EzyDrive at law or in equity, EzyDrive reserves the right to, without notice:

- Temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide vehicles, rental services or related services to you if:
  - you breach any provision of these Website Terms of Use;
  - EzyDrive is unable to verify or authenticate any information that you provide to us; or

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- EzyDrive believes that your actions may cause damage and/or legal liability to EzyDrive, any of its customers or suppliers or any other person; and
- Remove or block access to any information and/or materials (in whole or in part) that EzyDrive, at its sole and absolute discretion, regards as objectionable, inaccurate, misleading, inappropriate for this site or in violation of any applicable law, any person's intellectual property rights or these Website Terms of Use.

### Indemnity

You indemnify and hold harmless EzyDrive and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual losses or damages and legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- Any material or information that you submit, post, transmit or otherwise make available through this site, including any enquiry, application, driver, vehicle, billing or payment information;
- Your use of, or connection to, this site; or
- Your negligence or misconduct, breach of these Website Terms of Use, breach of any applicable rental agreement or violation of any law or the rights of any person.

### **Registration and Account Security**

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#### Requirement for registration

EzyDrive reserves the right to make any parts of this site accessible only to users who have registered or otherwise provided information required for a rental enquiry, application or customer account.

#### Username and password

Upon registration with this site, you may be issued with a username and password to access your account. You are responsible for maintaining the security of your password for this site. EzyDrive will not be liable for any loss or damage arising from or in connection with your failure to comply with this security obligation. You agree that EzyDrive will be entitled to assume that any person using this site with your username and password is you or your authorised representative.

You must notify EzyDrive immediately of any known or suspected unauthorised use of any password or any other breach of security.

#### User information

To register an account, make an enquiry or submit a rental application through this site, you must agree to these Website Terms of Use and provide EzyDrive with:

- a valid email address;
- accurate billing, business and contact information (including your street address, delivery address, ABN or ACN where applicable, and the name and telephone number of your authorised billing contact and administrator);



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- driver, vehicle preference, rental period, payment and other information that EzyDrive reasonably requires to assess or process your enquiry, application or account; and

any other information that may be required by EzyDrive during the registration, enquiry or application process. You must promptly update this information to maintain its accuracy at all times.

You represent and warrant to EzyDrive that all information provided to EzyDrive by you, including the information provided by you through our account registration module, online enquiry or application form or entered into your account profile, is true, accurate, complete and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.

Multiple accounts and automated account opening

One person may not maintain more than one account with this site. Accounts registered by "bots" or other automated methods are not permitted.

Approval of registrations

EzyDrive reserves the right to accept, reject, suspend or require further information for any application for registration of an account or any rental enquiry, application or booking request submitted through this site at its discretion.

**Rental enquiries and applications**

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Website submissions are enquiries only

By submitting an enquiry, application, booking request or payment through this site, you ask EzyDrive to consider providing vehicle rental or related services to you. Information contained in this site constitutes an invitation to treat only. No information in this site constitutes an offer by us to supply, reserve, rent, sell or finance any vehicle or related service to you, and no rental agreement is formed unless and until EzyDrive approves your application and the parties enter into the applicable rental agreement, order form or other required document.

We may decline to commence or continue processing any enquiry, application, booking request or payment made through this site unless and until:

- any application fee, deposit, rental amount or other amount requested by us has been received; and
- the enquiry, application, booking request or payment has passed our internal validation, identity, eligibility, credit, licence, vehicle availability and fraud prevention procedures.

We reserve the right at our discretion to:

- at any time prior to EzyDrive approving your application and entering into any applicable rental documents, cancel all or part of your enquiry, application or booking request; and
- at any time:
  - refuse to provide vehicles, rental services or related services to you;

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- terminate your access to this site; and/or
- remove or edit any content on this site.

Approval of applications and vehicle availability

Any indication of vehicle availability, pricing, rental period, payment amount or other rental information on this site is indicative only and may be subject to assessment, verification, vehicle availability and execution of EzyDrive's rental documents. Approval of any application will take place only when EzyDrive confirms approval and the applicable rental agreement, order form, payment schedule, direct debit request or other required document has been completed to EzyDrive's satisfaction. Title to any vehicle remains with EzyDrive or the relevant owner at all times unless a separate written purchase arrangement expressly provides otherwise.

Prices, fees and rental information

EzyDrive reserves the right to change, correct or withdraw any prices, fees, payment estimates, vehicle information, rental periods, availability information or promotional material displayed on this site at any time before EzyDrive approves your application and the applicable rental documents are entered into. Rental payments and other amounts may depend on the vehicle type, rental period, application assessment, insurance arrangements, payment schedule and other applicable terms.

Delivery, collection and location information

Any delivery, collection, relocation or vehicle preparation costs will depend on the vehicle, location, timing and rental arrangement and will be disclosed through the site, an order form, a quote or other communication where applicable.

GST

Unless stated otherwise, all prices, fees and payment estimates listed on this website are in Australian Dollars (AUD) and are inclusive of Goods and Services Tax (GST). Any additional fees or charges, including delivery, collection, application, payment processing or other rental-related costs, also include GST where applicable.

This site is intended for EzyDrive's Australian vehicle rental business. If any taxes, duties, government charges, tolls, fines, infringements or similar amounts apply to your use of this site or any rental-related transaction, payment of those amounts is your responsibility unless EzyDrive expressly agrees otherwise in writing.

"GST" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Payment methods and online payments**

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Payment for application fees, deposits, rental payments or other amounts requested through this site may be made by any payment method that EzyDrive makes available from time to time, which may include:

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- by credit card or debit card processed online using a third-party payment gateway;
- using any supported third-party payment account; or
- via direct bank deposit by electronic funds transfer (EFT).

Third-party payment gateways

EzyDrive may use third-party payment gateways or payment processors for secure online payment transactions. Payments made through a third-party payment gateway or processor are subject to that provider's own terms, conditions and privacy policy, links to which may be provided from the relevant checkout or payment pages.

Unless you expressly consent otherwise, we do not see or have access to payment card or account information that you provide directly to a third-party payment gateway or processor, other than information that is required to process, reconcile or verify your payment and related enquiry, application or rental transaction (for example, your name, email address, billing address, payment status and transaction reference).

Credit and debit card payments

It may not be necessary to have an account with a third-party payment provider in order to make a payment on this site. The payment methods accepted through this site may change from time to time. Please note that we may be unable to accept certain cards or payment methods in some cases. Additional transaction fees may apply, in which case the additional charges will be specified at checkout or otherwise notified to you.

Payment by EFT

If you elect or are asked to pay an amount by direct deposit using EFT, after your enquiry, application or payment request has been submitted, we may send you an email containing instructions for making the payment, or otherwise provide such information to you, including our bank account details and the reference number for your payment. Please quote the reference number for the EFT transaction in order to avoid delays in processing your payment, enquiry or application.

Refunds and other remedies

Except as expressly provided otherwise in these Website Terms of Use, any applicable rental documents or as required under the Australian Consumer Law, application fees and other amounts paid through this site are non-refundable. Further information on the steps that EzyDrive will take to remedy any breach of any non-excludable condition or warranty/guarantee is provided under the heading "Remedies limited" in these Website Terms of Use below.

Security

While our third-party payment gateways, payment processors and website hosting providers may employ secure technology for transactions with our customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may be suffered by a customer whose credit card, debit card, bank account or payment information is used in a fraudulent or unauthorised manner by any person other than EzyDrive.

EzyDrive may request further information from you, such as identification, driver licence, business, credit, payment or other verification documentation, as part of our internal validation procedures. These procedures help protect customers, bank and card account holders and EzyDrive from online fraud and unsuitable applications. Until your enquiry, application or payment has passed our internal validation checks, it may remain on pending status. If further information is requested and you do not provide the requested information within such time as EzyDrive considers appropriate at its discretion, your enquiry, application or payment request may be cancelled and, if a refundable payment has been received, it will be refunded back to you.

## **Intellectual property**

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### Copyright

In these Website Terms of Use, the term "**Proprietary Content**" means:

- this site;
- all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in this site, and the selection and arrangement thereof); and
- all software, systems, forms, processes, data and other information owned or used by EzyDrive in connection with the vehicles, rental services and related services referred to on this site (whether hosted on the same server as this site or otherwise).

All Proprietary Content is the property of EzyDrive or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Website Terms of Use or with the prior written consent of EzyDrive or other copyright owner (as applicable).

You may download and print out content from this site only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

### Trademarks

EzyDrive's logo and the names and phrases "EzyDrive Rentals", "Ezy Drive" and "EzyDrive" are trademarks, business names or branding of EzyDrive. The look and feel of this site (including all button icons, scripts, custom graphics and headers) are the trademarks, service marks and/or trade dress of EzyDrive. These trademarks, service marks and trade dress may not be used, copied or imitated, in whole or in part, without the prior written consent of EzyDrive.

### User Content

In these Website Terms of Use, the term "**User Content**" means any and all content that is submitted, posted or otherwise added to this site by any user, such as comments, forum posts, chat room messages, reviews, ratings and feedback.

This site contains some features that enable you and other users to upload User Content. EzyDrive reserves the right to display, refuse to display, remove and/or amend all or any part of any User Content at its absolute discretion. In respect of any User Content that you upload, you:

- represent and warrant to EzyDrive that your sharing of that User Content does not infringe any copyright or other legal right of any other person; and
- grant to EzyDrive a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable licence to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at EzyDrive's absolute discretion.

#### Copyright claims

If you believe that our site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this site to a third party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within 14 days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further 14 days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

#### **Disclaimer of warranties**

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, EZYDRIVE AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS SITE AND ANY VEHICLES, RENTAL SERVICES, RELATED SERVICES OR INFORMATION REFERRED TO, REQUESTED OR OBTAINED THROUGH THIS SITE, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR NON-INFRINGEMENT.

This site is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, EzyDrive and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this site or any of its content, including vehicle descriptions, images, availability, eligibility criteria, payment estimates, rental periods and other rental-related information, and in particular do not represent, warrant or guarantee that:

- the use of this site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this site will meet your requirements or expectations;
- anything on this site, or on any third-party website referred or linked to in this site, is reliable, accurate, complete, current or suitable for your particular circumstances;
- the quality, condition, suitability, availability or pricing of any vehicle, rental service, related service, information or other material requested or obtained through this site will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this site or the servers that make it available are free of viruses or other harmful components.

### **Limitation of liability**

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#### Exclusion of liability

To the maximum extent permitted by law, EzyDrive and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data, loss of goodwill, loss arising from reliance on website information, or loss arising from unavailability of this site) arising directly or indirectly out of, or in connection with, these Website Terms of Use or the use of this site by you or any other person.

#### Remedies limited

To the maximum extent permitted by law, EzyDrive and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at EzyDrive's sole discretion):

- in the case of goods, to any of the following:
  - the replacement of the goods or the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - the payment of the cost of having the goods repaired; and
- in the case of services:
  - the supply of the services again; or
  - the payment of the cost of having the services supplied again.

#### Release

You agree that your use of this site is at your own discretion and risk. You agree to release EzyDrive and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these

Website Terms of Use, your reliance on this site or the use of this site by you or any other person, except to the extent that liability cannot be excluded by law. EzyDrive may plead this release as a bar and complete defence to any claims or proceedings.

### Force majeure

To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Use, EzyDrive excludes liability for any delay in performing any of its obligations under these Website Terms of Use where such delay is caused by circumstances beyond the reasonable control of EzyDrive, and EzyDrive is entitled to a reasonable extension of time for the performance of such obligations.

## **General**

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### Interpretation

In these Website Terms of Use, the following rules of interpretation apply:

- headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Use;
- these Website Terms of Use may not be construed adversely against EzyDrive solely because EzyDrive prepared them;
- the singular includes the plural and vice-versa;
- a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

### Electronic communications and records

Where permitted by law, you consent to EzyDrive communicating with you electronically in connection with this site, your account and any enquiry, application, booking request, payment or rental-related transaction, including by email, SMS, messages or notifications through any online customer portal, and notices published on this site or made available through your user control panel.

Where permitted by law, you consent to EzyDrive providing notices, invoices, receipts, rental documents and other records to you electronically, including by email or through an online customer portal. You also consent to signing any rental agreement, order form, payment schedule, direct debit request or other transaction document electronically, and agree that an electronic signature has the same effect as a handwritten signature to the extent permitted by law.

### Notifications

EzyDrive may provide any notification for the purposes of these Website Terms of Use by email, by adding the notification into your user control panel, by publishing a notice on this site or by any other method permitted by law.

### Costs

Except as specifically provided in these Website Terms of Use, each party must bear its own legal, accounting and other costs associated with these Website Terms of Use.

### Assignment

You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Use without EzyDrive's prior written consent. Your registration with this site is personal to you and may not be sold or otherwise transferred to any other person.

EzyDrive may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Use at any time without notice to you.

### No waiver

Waiver of any power or right under these Website Terms of Use must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by EzyDrive to act with respect to a breach by you or others does not waive EzyDrive's right to act with respect to that breach or any subsequent or similar breaches.

### Severability

The provisions of these Website Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.

### Variation

EzyDrive reserves the right to amend these Website Terms of Use and any other policy or notice on this site at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately when published on this site. Your continued use of this site will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this site or the vehicles, rental services or related services referred to on this site.

You may only vary or amend these Website Terms of Use by written agreement with EzyDrive.

### Governing law and jurisdiction

These Website Terms of Use will be governed in all respects by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

### **Complaints and enquiries**

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Any complaint or enquiry relating to this website, including its content, functionality or use, should be directed to EzyDrive by email at **[sales@ezydriverentals.com.au](mailto:sales@ezydriverentals.com.au)** or by telephone **0406 683 554**

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This clause applies only to website-related complaints and enquiries. Any complaint, dispute or claim relating to a rental agreement, vehicle, payment, rent-to-own arrangement, default, termination, recovery or transfer of title will be dealt with under the applicable rental agreement.

## **Schedule 1 – Prohibited Conduct**

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### **YOU MUST NOT:**

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of this site;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this site to violate any applicable local, state, national or international law, to submit false or misleading rental, driver, vehicle, billing or payment information, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
- use this site by any automated means;
- use this site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of this site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements, notices, warnings, vehicle information, pricing information or other content appearing on or in connection with this site;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;
- reproduce, duplicate, copy or store any of the material appearing on this site other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this site;
- do anything that leads, or may lead, to a decrease in the value of EzyDrive's intellectual property rights in this site;
- use or exploit any of the material appearing on this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this site;

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- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to EzyDrive without EzyDrive's prior written consent; or
- use this site to transmit any information or material that is, or may reasonably be considered to be:
  - abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
  - libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
  - infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
  - in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
  - in breach of any person's privacy or publicity rights;
  - a misrepresentation of facts, including the impersonation of any person or entity, a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement), or false or misleading information about your identity, authority, eligibility, licence status, payment details or proposed use of any vehicle;
  - in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
  - containing any political campaigning material, advertisements or solicitations; or
  - likely to bring EzyDrive or any of its staff into disrepute.