

SHINGLEBACK OFF ROAD

WEBSITE TERMS AND CONDITIONS

1 INTRODUCTION

- (a) These terms and conditions apply when you access or use the website operated by Shingleback Off Road Pty Ltd ACN 633 831 393, available at www.shinglebackoffroad.com.au and any related pages or subdomains we operate from time to time (**Website**).
- (b) In these Terms, Shingleback Off Road Pty Ltd is referred to as we, us or our.
- (c) By accessing or using the Website, making an enquiry, requesting a quote, purchasing goods through the Website, ticking an acceptance box at checkout, or otherwise indicating your acceptance, you agree to be bound by these Terms.
- (d) If you do not agree to these Terms, you must not use the Website.
- (e) Purchases made through the Website are also subject to our Sale of Goods Terms and Conditions, any applicable Purchase Order, and any applicable warranty document.
- (f) We may update these Terms from time to time by posting an updated version on the Website. Your continued use of the Website after an update means you accept the updated Terms.

2 ACCESS AND USE OF THE WEBSITE

- (a) You must only use the Website in accordance with these Terms, our Sale of Goods Terms and Conditions, any applicable policies or documents linked on the Website, and all applicable laws and regulations.
- (b) You must ensure that any person who accesses or uses the Website on your behalf, including your employees, contractors, agents or representatives, complies with these Terms and all applicable laws and regulations.
- (c) You may use the Website to browse our products, access product information, make product enquiries, request quotes, contact us, and purchase goods where online checkout is available.
- (d) You must not use the Website for any unlawful, unsafe, fraudulent, misleading or unauthorised purpose.

3 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher, decompile or reverse engineer any part of the Website without our prior written consent.
- (b) use the Website for any purpose other than browsing our products, accessing product information, making enquiries, requesting quotes, purchasing goods where online checkout is available, or contacting us.
- (c) use the Website in any way that is unlawful, unsafe, fraudulent, misleading, harmful or unauthorised.
- (d) provide false, inaccurate, incomplete or misleading information through the Website.
- (e) interfere with, disrupt, overload or place an unreasonable burden on the Website or the servers, systems or networks that host or support the Website.
- (f) use the Website with any automated scraping, harvesting, extraction, scripting, crawling, data mining or similar tool, except with our prior written consent.
- (g) copy, harvest or misuse product information, pricing, images, specifications, documents, customer content or other Website content.

- (h) attempt to gain unauthorised access to any Website account, data, system, server, network or security feature.
- (i) scan, probe, test or interfere with the security or normal operation of the Website.
- (j) upload, transmit or introduce any virus, malware, harmful code or other material that may damage or interfere with the Website.
- (k) instigate, assist or participate in a denial-of-service attack or similar attack against the Website.
- (l) act in a way that may damage, diminish or adversely affect our reputation, products, business, systems or customers.

4 INFORMATION ON THE WEBSITE

- (a) We take reasonable steps to keep the Website and Website Content accurate and up to date, but we do not guarantee that the Website or Website Content will always be complete, accurate, current or free from errors.
- (b) You acknowledge that, from time to time:
 - (i) the Website may contain errors, omissions or defects.
 - (ii) the Website may be unavailable, interrupted or delayed.
 - (iii) messages, forms or enquiries submitted through the Website may not be received promptly, or at all.
 - (iv) information sent to or from the Website may not be secure or confidential.
 - (v) product descriptions, specifications, dimensions, compatibility information, images, pricing, availability and other Website Content may be incomplete, inaccurate, out of date or subject to change.
- (c) Any product information, compatibility guidance, fitting guidance or intended use information on the Website is general information only. You remain responsible for checking that any goods are suitable for your vehicle, trailer, tow hitch, tow ball download rating, load requirements, access needs, intended use, product dimensions and applicable laws or regulations before purchasing or using the goods.
- (d) We may update, change or remove any Website Content or Website functionality at any time without notice, including product descriptions, specifications, dimensions, compatibility information, images, prices, availability, policies, disclaimers and other Website Content.

5 INTELLECTUAL PROPERTY

- (a) We own or licence the Website and all materials on the Website, including text, graphics, logos, branding, designs, icons, images, photographs, videos, product information, specifications, pricing, downloads, documents, software and other content.
- (b) Nothing in these Terms transfers ownership of any intellectual property rights in the Website or Website Content to you.
- (c) You may temporarily view, download or print Website Content for the sole purpose of browsing the Website, considering our products, making an enquiry, requesting a quote or purchasing goods from us.
- (d) You must not copy, reproduce, adapt, modify, publish, distribute, transmit, sell, exploit, scrape, harvest or otherwise use the Website or Website Content for any other purpose without our prior written consent, unless permitted by law.

6 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to third party websites, platforms, payment pages, delivery services, social media pages, product information, videos, manuals or other third party content.

- (b) Those links are provided for convenience only.
- (c) We do not control, endorse or approve third party websites or content merely because they are linked on the Website.
- (d) We are not responsible for the content, accuracy, security, availability, privacy practices, terms, products, services or conduct of any third party website or service.
- (e) You access and use third party websites and services at your own risk and should review their terms and policies before using them.

7 SECURITY

- (a) We take reasonable steps to maintain the security and operation of the Website, but we do not guarantee that the Website will be secure, uninterrupted, error-free or free from viruses, malware, malicious code or other harmful material.
- (b) You are responsible for taking your own precautions when accessing or using the Website, including using appropriate security software, systems and procedures.
- (c) To the maximum extent permitted by law, we are not responsible for loss or damage to your computer systems, mobile phones, devices, software, data or other property arising from your access to or use of the Website, except to the extent caused by our negligence, breach of these Terms or breach of a law that cannot be excluded.

8 REPORTING MISUSE

- (a) If you become aware of any misuse of the Website, security issue, error in Website Content, inaccurate product information, broken link, suspicious communication, or difficulty accessing or using the Website, please contact us using the contact details or form provided on the Website.
- (b) We may investigate reports at our discretion, but we are not required to respond to every report or update Website Content merely because a report is made.

9 PRIVACY

- (a) We collect, hold, use and disclose personal information in accordance with our Privacy Policy.
- (b) Our Privacy Policy is available on the Website.
- (c) By using the Website, making an enquiry, requesting a quote, purchasing goods or otherwise providing personal information to us, you agree to the handling of your personal information in accordance with our Privacy Policy.
- (d) The Website may also use cookies and similar technologies in accordance with our Cookie Policy.

10 LIABILITY

- (a) To the maximum extent permitted by law, and subject to your rights under the Australian Consumer Law, we do not guarantee that the Website or Website Content will be complete, accurate, current, uninterrupted, secure, error-free or suitable for your particular purpose.
- (b) Any product information, compatibility guidance, fitting guidance, intended use information, images, specifications, dimensions, pricing, availability, warranty information, delivery information or other Website Content is provided as general information only.
- (c) You remain responsible for checking that any goods are suitable for your vehicle, trailer, tow hitch, tow ball download rating, load requirements, access needs, intended use, product dimensions and applicable laws or regulations before purchasing or using the goods.

- (d) To the maximum extent permitted by law, we are not liable for any loss, damage, cost or expense arising from or in connection with your use of, or reliance on, the Website or Website Content, except to the extent caused by our negligence, breach of these Terms or breach of a law that cannot be excluded.
- (e) To the maximum extent permitted by law, we are not liable for any indirect, consequential or special loss, loss of profit, loss of revenue, loss of opportunity, loss of use, loss of enjoyment, loss of goodwill, loss arising from delay, vehicle downtime, trailer downtime, substitute transport, substitute equipment, third party charges, or loss arising from inaccurate, incomplete or outdated Website Content.
- (f) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right, remedy or liability that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

11 RELATED TERMS, POLICIES AND PRODUCT DOCUMENTS

- (a) Your use of the Website and any purchase from us may also be subject to other terms, policies and documents available on or through the Website, including our Sale of Goods Terms and Conditions, warranty documents, Privacy Policy, Cookie Policy, disclaimers, product instructions, product specifications and product-specific information.
- (b) You should read those documents before purchasing, installing or using any goods.
- (c) If you purchase goods through the Website, you may be required to tick a box confirming that you have read and accepted the applicable terms, policies, warranties, disclaimers, product instructions and product-specific information before checkout is completed.
- (d) If there is any inconsistency between these Terms and any Sale of Goods Terms and Conditions, Purchase Order, warranty document, product instruction or product-specific document that applies to your purchase or use of goods, that other document will apply to the extent of the inconsistency.

12 GENERAL

12.1 GOVERNING LAW AND JURISDICTION

- (a) These Terms are governed by the laws of Victoria, Australia.
- (b) Each party submits to the exclusive jurisdiction of the courts of Victoria, Australia and the courts of appeal from them for any proceeding arising out of or in connection with these Terms or your use of the Website.

12.2 WAIVER

- (a) A party may only waive a right under these Terms by giving written notice of the waiver.
- (b) A delay or failure to exercise a right does not amount to a waiver of that right.

12.3 SEVERANCE

- (a) If any term is wholly or partly void, invalid, illegal or unenforceable, that term is severed to the extent required and the validity and enforceability of the remaining terms is not affected.

12.4 JOINT AND SEVERAL LIABILITY

- (a) If more than one person accepts these Terms or uses the Website on behalf of a business or organisation, each person is jointly and severally responsible for the obligations and liabilities arising from that use.

12.5 ASSIGNMENT

- (a) You must not assign, transfer or otherwise deal with your rights or obligations under these Terms without our prior written consent.

- (b) We may assign, transfer or otherwise deal with our rights or obligations under these Terms where this is reasonably required for our business operations and does not materially prejudice your rights.

12.6 ENTIRE AGREEMENT

- (a) These Terms, together with any Sale of Goods Terms and Conditions, warranty document, Privacy Policy, Cookie Policy, disclaimer, product instruction or other policy expressly linked on the Website, set out the terms that apply to your use of the Website and related Website Content.
- (b) These Terms do not replace the Sale of Goods Terms and Conditions or any applicable warranty document that applies to your purchase of goods from us.

12.7 INTERPRETATION

In these Terms, unless the context requires otherwise:

- (a) words in the singular include the plural and the plural include the singular.
- (b) a reference to you includes any person who accesses or uses the Website, makes an enquiry, requests a quote, purchases goods through the Website or uses the Website on behalf of another person or entity.
- (c) a reference to we, us or our means Shingleback Off Road Pty Ltd ACN 633 831 393.
- (d) a reference to Website means the website operated by us from time to time.
- (e) a reference to Website Content includes text, graphics, logos, branding, designs, icons, images, photographs, videos, product information, specifications, pricing, downloads, documents, software and other content on the Website.
- (f) a reference to goods includes trailers, racks, accessories, parts, optional extras, components and any other goods supplied by us.
- (g) a reference to writing includes email and other electronic communication.
- (h) a reference to includes, including or similar words does not limit what else may be included.
- (i) a reference to \$ or dollars is to Australian dollars, unless stated otherwise.
- (j) headings are for convenience only and do not affect interpretation.