

# Terms And Conditions

Terms And Conditions

## **Clock Catcher (Site) with the company name Easy Car Data Pty Ltd (ABN 79 669 129 499)**

Easy Car Data Pty Ltd trading as Clock Catcher (we, us) and provides users of the Site (Users) with vehicle information and reports (Reports) through our online information service (Vehicle Information Service).

These terms and conditions were last updated on Tuesday 8th September 2023 at 10:22pm AEST.

### **1) Application of Terms**

These terms and conditions constitute the terms of use (Terms of Use) and govern your access to, and use of, the Site and the Vehicle Information Service unless additional specific terms apply. Your use of the Site and the Vehicle Information Service indicates you accept the Terms of Use. We may change the Terms of Use by publishing those changes on the Site. If you do not agree with the Terms of Use and/or any changes to them that we publish, you must not use the Site or the Vehicle Information Service.

### **2) Term**

You will have the right to request that we provide you with the 'vehicle clocking history data'. No refunds will be given for any unused data provided. Clock Catcher Reports and Data are non-transferrable.

You will not be given any notice that the period within which you may order Reports is about to lapse.

### **3) Privacy Policy Acknowledgement**

You agree you have read and understood our Privacy Policy. You must comply with the Privacy Policy (as revised by us from time to time). However, the Privacy Policy does not form part of these Terms of Use. To the extent of any inconsistency, these Terms of Use prevail.

Your use of the Site is evidence of your consent to the collection, storage, use and dissemination or disclosure of any Personal Information (as defined by the Privacy Act 1988 (Cth)) you provide to us (including name, email address, date of birth, gender and postcode).

#### **4) Collection and Use of Personal Information for Other Purposes**

You agree that we may collect and use your Personal Information as a User and other information about the activities of Users on the Site. We may also collect anonymous depersonalised information (i.e. information that does not identify a User). We use anonymous and Personal Information about the activities of individual Users of the Site by tracking their username (Collected Information). The Collected Information (all or some of it) may be used for marketing purposes. Where that occurs, the Collected Information will be disclosed to our corporate partners. You consent that we and our corporate partners can use and disclose your Personal Information to contact you about other goods and services offered by Clock Catcher or its corporate partners and use that information for direct marketing purposes. You consent to receive communication via email, SMS or other electronic communication, or by phone or mail.

You expressly agree that:

- (a) we can use the Collected Information for our own statistical analysis purposes, such as (i) to determine the most popular Reports and results on the Site and (ii) to assist us enhance the functionality of the Site; and
- (b) where you have consented to your information being passed on to Corporate Partners, Clock Catcher will receive a fee for this.

THE SITE

#### **5) Ownership of Content on the Site**

You acknowledge that all materials displayed on the Site, including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks (including the word Clock Catcher) on the Site (Content) are owned by us or licensed to us and are protected by copyright, trade mark and other intellectual property laws unless expressly indicated otherwise on the Site. You must not use, adapt, modify, reproduce, store, distribute, print, display, publish, create derivative works, download onto a computer, upload to a third party, post, transmit or distribute the Content.

Even if Content is delivered to you in a form that is technically able to be modified, delivery of Content in that form is not a grant of permission to modify that Content unless expressly noted at the time of delivery.

## **6) Access to the Site**

You may view the Site using your web browser and save an electronic copy, or print out a copy, of parts of the Content without modification solely for your own personal use, information, research or study. You must not access or use the Site or the Content in any manner or for any purpose which is illegal or prohibited by any laws that apply to you or violate our rights in any way or is otherwise prohibited by these Terms.

You must take your own precautions to ensure your use of the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system or data which arises in connection with your use of the Site.

## VEHICLE INFORMATION SERVICE

## **7) Availability**

You acknowledge that the Vehicle Information Service is supplied online over communications links and other networks, and that the availability of the Site and the Data Reports rely on the availability of those links and networks. We will take reasonable steps to ensure that any Vehicle Information Service that we choose to provide is available, but we are not responsible if the links or networks are unavailable at any time, and we do not guarantee that the Site, the Vehicle Information Service or the Data Reports will be continuously available.

## **8) Procedures**

You agree to comply with these Terms and follow any procedures and other instructions we provide when you use the Vehicle Information Services. You agree to keep any user name, password or other identifier we give you for the Site and/or the Vehicle Information Service (Identifier), confidential and secure. You agree that any Identifier will not be transferred or disclosed to any third party and you will tell us if it is no longer required. You are responsible for all use of any Identifier and any liability that is incurred or arises through use of your Identifier. If we ask you to, you agree to stop using an Identifier or use a replacement Identifier we give you.

**9) Supply of Reports**

We will supply each Data Report to you after we accept your request for the particular Data Report.

**10) Ownership of Reports**

You acknowledge that we, together with our licensors, own all intellectual property rights (including without limitation all copyright in the layout and manner in which the information in the Reports is compiled) and nothing in these Terms of Use transfers any ownership in the Reports to you. You acknowledge that the Reports may include information that is licensed to us by third parties.

**11) Use of Reports**

You agree that the Data Reports are provided to you strictly for your personal/business use and solely for the purpose for which they are supplied.

If we deliver Data Reports to you electronically, you are permitted to retain one electronic copy of the Report on your personal computer. You are also entitled to print one hard copy of the Report for your file. Other than the permissions granted in this paragraph, you may not use, reproduce, modify, adapt, transfer, re-sell, re-package or otherwise re-use all or any part of a Report in any way or for any purpose other than, to report the matter to the relevant authorised body in accordance with your obligations.

If you are a business entity, in addition to the permissions granted in the paragraph above, you may print three copies of the Report for display at your premises and provide hard copies of the Report to potential purchasers.

**12) Our Charges**

You acknowledge that we have no obligation to provide Reports to you until:

- (a) you submit your order for a Report using the [online form]; and
- (b) you complete payment; and
- (c) your payment for that Report is successfully processed.

Clock Catcher access for all users is paid upfront by credit card.

You acknowledge that your payment details for Reports ordered through the site are received by us and we may provide them to a third party solely for the purpose of processing your payment. That third party will process your payment

and you must agree to the terms and conditions of any third-party payment processor before your payment will be accepted.

### **13) Disclaimer**

- The Site may link to third party sites or collect from those third parties which in turn may contain hyperlinks to further third-party sites (collectively Linked Sites). These are provided for your convenience only. You acknowledge that Linked Sites are not under our control and we are not responsible for the content of any of them. The inclusion of any link does not imply any endorsement of the link by us.
- You acknowledge that we source information from third parties. You agree that you are responsible for assessing the value of the information we provide you, and for the decisions that you make, regardless of whether you base them on the information we supply.
- You acknowledge that the services on Clock Catcher are catered towards cars. We provide no guarantee that our services will work for searches of motorcycles, trucks or other vehicle types and are not obligated to provide refunds for reports generated due to incorrect use of our services.
- You acknowledge that in some cases there may be a delay between when an event occurs and when that information is provided to us to record and that we have no control over when third parties choose to report information or events. We do take steps to record the information provided as soon practicable.
- You acknowledge that we may not have the complete history of the vehicle on which you order a report. Accordingly, we will not be liable for the refund of any fee paid if the report in question does not provide a full history of the vehicle.

### **14) Limitations on Liability**

Certain legislation may imply warranties or conditions or impose other obligations including statutory consumer guarantees which cannot be excluded, restricted or modified except to a limited extent. These Terms of Use must be read subject to those statutory provisions.

To the extent permitted by law, we exclude all express or implied representations, guarantees, conditions, warranties and terms relating to the use of the Site and the Vehicle Information Service that apply under or are implied by statute, custom, law or otherwise, except those set out in these Terms of Use.

If in our supply of the Vehicle Information Service we are liable for a breach of any guarantee, warranty, condition or other term that applies under the Competition and Consumer Act 2010 or is implied by any state or territory law

that cannot be excluded, our liability under that legislation is limited, to the extent permitted by law, to the re-supply of the relevant Vehicle Information Service or the payment of the costs of having the Vehicle Information Service supplied again, whichever we elect. In our absolute discretion and instead of either of the foregoing two options, we may elect to refund to you the amount you have paid us for the Vehicle Information Service to which your claim relates.

To the extent permitted by law, we are not liable to you or to anyone else for any loss or damage (including without limitation loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage) which arises or might arise if it were not for this clause.

### **15) Termination**

We may terminate your access and/or block your IP address to this Site at any time without reason and without notice. The Terms of Use survive any such termination.

### **16) Governing Law**

The Terms of Use are governed by the laws in force in Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts in Queensland, Australia.