

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of <https://www.carshark.net.au/> (the "Site"). This Site is owned and operated by CarShark a subsidiary of Data Transfer Group Pty Ltd. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of CarShark a subsidiary of Data Transfer Group Pty Ltd and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Violate the intellectual property rights of the Site owners or any third party to the Site; or
- Act in any way that could be considered fraudulent.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Sale of Goods And Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Vehicle History Checks;
- Vehicle Reports; and
- Automotive Related services and products.

The following services are available on our Site:

- Automotive related products and services; and
- Automotive Cyber-Security Consulting.

The services will be paid for in full when the CarShark Report is generated and/or ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Subscriptions

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: support@carshark.net.au.

Payments

We accept the following payment methods on our Site:

- Payment terms and type negotiated with client.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Consumer Protection Law

Where the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, or

any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

CarShark a subsidiary of Data Transfer Group Pty Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless CarShark a subsidiary of Data Transfer Group Pty Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of New South Wales.

Additional Terms

- 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 Services 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 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 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 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.;

- We may terminate your access to this Site at any time without reason and without notice. The Terms of Use survive any such termination.;
- The Terms of Use are governed by the laws in force in New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts in New South Wales, Australia.;
- 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 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 as we can.

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.

In particular, where information comes from one or more of the named suppliers or reports below the following additional disclaimers apply to the information from that supplier or in respect of that report, as required by those suppliers:

BlueFlag Information Services has exercised all reasonable care and skill in producing this information. BlueFlag Information Services gathers its information from independent sources within the motor trade, unconnected with it, and as a result can accept no responsibility for the accuracy or completeness of information. Furthermore, information on valuations supplied are intended as a guide only to current market value; they cannot be considered in any way a substitute for a full and detailed inspection of any vehicle.

Personal Property Securities Register (PPSR) - To the extent permitted by law, the PPSR and PPSR Information is made available without any representation or warranty of any kind (without limitation in respect to the accuracy of PPSR Information) and we have no liability to you in respect of any loss or damage that you might suffer no matter how arising (including negligence) that is directly or indirectly related to the PPSR, or PPSR Information;

- CSI has exercised all reasonable care and skill in producing this information. CSI Information Services gathers its information from independent sources within the motor trade, unconnected with it, and as a result can accept no responsibility for the accuracy or completeness of information. Furthermore, information on valuations supplied are intended as a guide only to current market value; they cannot be considered in any way a substitute for a full and detailed inspection of any vehicle.;
- You agree that the vehicle reports provided to you are strictly for the purpose for which they are supplied.

If we deliver Reports to you electronically, you are permitted to retain one electronic copy of the Report on your 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.

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 and/or for legal purposes.;

- 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.

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

- You agree to comply with these Terms and follow any procedures and other instructions we provide when you use the 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.; and

- You acknowledge that the Service is supplied online over communications links and other networks, and that the availability of the Site and the Reports rely on the availability of those links and networks. We will take reasonable steps to ensure that any 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 Service or the Reports will be continuously available..

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

info@carshark.net.au

PO Box 939 Double Bay NSW 1360

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of January, 2022