

TERMS OF USE & SERVICE

1. GENERAL

- 1.1 The following Terms of Use and Service apply to the products and services provided by **RoadWIZARD Pty Ltd (ACN 620 776 356)**.
- 1.2 In this document, the words “**the Service**” refer to <http://truckwiz.co> and the Truckwiz and Tones Truckin App Software Application , and “**we**”, “**our**”, “**us**” and “**Truckwiz and Tones Truckin App**” refers to **RoadWIZARD Pty Ltd (ACN 620 776 356)**, the operator of the Service and all of its related entities. This Terms of Use applies to and should be read in conjunction with the Privacy Policy (collectively, the ‘Agreement’), which is available at <http://truckwiz.co>.
- 1.3 By using or accessing the Services, you (“**you**”) agree to all the terms and conditions of the Agreement, and if you do not agree to all the terms and conditions of the Agreement you should not and are not permitted to use the Services.

2. MODIFICATIONS TO THE AGREEMENT

- 2.1 Truckwiz and Tones Truckin App reserves the right in its sole discretion, to modify the Agreement at any time by posting a revised Agreement to the Service. Please carefully read the Terms of Use & Service and check back often. If you do not agree to any change to the Terms of Use & Service then you must immediately stop using the Service.
- 2.2 Modifications are effective when posted, and your use of the Services following any such posted modification and notice of same constitutes your acceptance of the terms and conditions of this Agreement as modified. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

3. SERVICES OFFERED

- 3.1 The Service is a service which facilitates the communication of information between drivers of large and commercial vehicles.
- 3.2 The Service may contain errors and inaccuracies and we reserve the right to correct any errors or inaccuracies and to update information at any time without any notice.

4. CAUTION

- 4.1 Road information prevails. The information provided by the Service is not intended to replace the information provided on the road, such as travel direction, time based restrictions, lane restrictions, road blockades, traffic signs, traffic lights, police instructions, etc.
- 4.2 Cautious driving. Always drive vigilantly according to road conditions and in accordance with traffic laws. It is strictly forbidden to send traffic updates (such as updates on road accidents and traffic congestion), or to non-verbally interact with the Service or use the Service in a non-verbal manner for any purpose other than navigation while driving. Traffic updates or non-verbal reports you want to submit to the Service may only be sent after you have stopped your vehicle in an appropriate location permitted by law. Alternatively, such updates may be sent by a passenger other than the driver, provided it does not interfere with the due course of driving and does not distract the driver’s attention to the road.
- 4.3 Non-continuous updates. The information provided by the Service originates from other users of the Service. Such information is intrinsically fluctuant and may be inaccurate, incomplete or outdated. Truckwiz and Tones Truckin App does not provide any warranties to such information’s credibility or reliability.

5. PAYMENT

- 5.1 Use of and access to the Service may be subject to a subscription fee more specifically described on the Service (“**Subscription Fee**”), and which is payable each calendar month in advance.
- 5.2 Use of and access to the specific elements of the Service may be subject to a service fees (“**Service Fee**”), payable as described.
- 5.3 Fees are not refundable or partially refundable, except as required by law.

5.4 All payments received by Truckwiz and Tones Truckin App are processed through third party secure transaction service providers.

6. PRIVACY

6.1 Any information you provide to us, either intentionally or incidentally, via the Service is subject to our Privacy Policy, which governs our collection and use of your information. You agree that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information.

6.2 If you provide any information to us, either intentionally or incidentally about any other person through your use of the Services, including but not limited to medical or health information about that third party, you:

6.2.1 if that third party is a minor, agree that through your use of the Services you consent to the collection and use of this information; and

6.2.2 if that third party is a minor, give permission for that third party to consent to the collection and use of this information;

6.2.3 if that third party is not a minor, warrant that the third party has reviewed and consents to these Terms and Conditions; and

6.2.4 if that third party is not a minor, warrant to TruckWIZ that the third party has reviewed and consents to the Privacy Policy.

6.3 We collect personal information about you in order to process your registration and provide you with services and for purposes otherwise set out in our Privacy Policy.

6.4 We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services and products to you.

6.5 We may also disclose your personal information to recipients that are located outside of your country.

7. ACCOUNT CREATION

7.1 In order to use the Service you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. You may be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the billing information provided.

7.2 All information provided to us must:

7.2.1 be accurate and correct to the best of your knowledge; and

7.2.2 not infringe on the rights of any third parties, including but not limited to, content that infringes on privacy rights or intellectual property rights, such as copyright and trademark rights.

7.3 Upon successful completion the sign up process, we will provide you with an account, accessible for you by a password of your choice.

7.4 When you register and activate your account, we will provide you with a user name and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.

7.5 If you are under the age of 13 years, you may not create an account or register as a member. If you are 13 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian to make sure that you and your parent or legal guardian understand these Terms.

7.6 If you are a parent or guardian permitting a person under the age of 18 (a Minor) to create an account, you agree to:

7.6.1 exercise supervision over the Minor's use of the Services and account;

7.6.2 assume all risks associated with the Minor's use of the Services and their account, including the transmission of content or information to and from third parties via the Internet;

7.6.3 ensure that the content and information that the Minor may encounter on the Services are suitable for the Minor;

7.6.4 assume liabilities resulting from the Minor's use of the Services and their account;

7.6.5 ensure the accuracy and truthfulness of all information submitted by the Minor; and

7.6.6 provide the consents contained in these Terms on behalf of the Minor.

7.7 We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to the Services and your account on this basis.

8. LIMITATIONS OF USE

8.1 You may not do any of the following while accessing or using the Services:

8.1.1 access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of Truckwiz and Tones Truckin App and/or its service providers;

8.1.2 probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures;

8.1.3 access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Truckwiz and Tones Truckin App (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Truckwiz or Tones Truckin App;

8.1.4 scrape the Services, and particularly scrape Content (as defined below) from the Services, without the express prior written consent of Truckwiz or Tones Truckin App;

8.1.5 use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers; or

8.1.6 interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services.

8.1.7 use the Service commercially. For example, you may not: (i) offer to third parties a service of your own that uses the Service; (ii) resell the Service; (iii) offer to rent or lease the Service; or (iv) offer the Service to the public via communication or integrate it within a service of your own, without the prior written consent.

8.1.8 take any action that may undermine the feedback or ratings systems used on the Service.

9. INTELLECTUAL PROPERTY

9.1 Definitions:

9.1.1 "**Content**" means a creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or through the Service.

9.2 For Content uploaded by you, or given to us, for use on the Service, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, perpetual worldwide license for its use.

9.3 The Service contains material which is owned by or licensed to Truckwiz and Tones Truckin App. This material includes, but is not limited to, the design, layout, look, appearance and graphics.

9.4 Reproduction of all Content that appears on the Service is prohibited.

9.5 All trademarks reproduced in the Service which are not the property of, or licensed to, the operator are acknowledged on the Service. Truckwiz and Tones Truckin App and/or third parties retain ownership of all intellectual property rights in all Content.

9.6 Unless otherwise indicated, all materials on the Service, and the website itself, are protected by copyrights, trademarks and/or other intellectual property rights. Except for the bona fide purpose of considering an invitation to treat from Truckwiz or Tones Truckin App or as otherwise permitted by law, this site or any portion of this site may not be reproduced, duplicated, copied, sold, re-sold or otherwise exploited for any commercial purpose that is not expressly permitted by Truckwiz or Tones Truckin App.

9.7 Any other use of materials on the Service, including reproduction for purpose other than your personal noncommercial use, modification, distribution or republication, without the prior express written permission of Truckwiz or Tones Truckin App is strictly prohibited.

10. APPLICABLE LAW AND JURISDICTION

10.1 Your use of the Service is governed in all respects by the laws of the State of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales in relation to any legal proceeding directly or indirectly arising out of or relating to the Service (including but not limited to the purchase of Truckwiz or Tones Truckin App products).

11. DISCLAIMER

11.1 The information contained on the Service is for general information purposes only. The information is provided by Truckwiz and Tones Truckin App and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Service or the information, products, services, or related graphics contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

11.2 Truckwiz and Tones Truckin App shall not be liable for any indirect or consequential damages and, in particular, shall accept no liability whatsoever for loss of income deriving from the purchase of Truckwiz and/or Tones Truckin App products from the Service.

11.3 The Service may contain links to other websites and software applications. Truckwiz and Tones Truckin App is not responsible for the availability of, or any content or material contained in, or obtained through, any such websites and software applications. Any link to another website, and reference to third-party information, products or services linked to The Service, is not, and should not be construed as, an express or implied endorsement by Truckwiz and/or Tones Truckin App. Any questions or comments relating to such other websites and software applications and software applications should be addressed to the operator or operators of those websites and software applications.

11.4 The Service may contain content, imagery, text and other media generated by users of the Service. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Service or the information, products, services, or related graphics contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

11.5 Every effort is made to ensure the efficient operation of the Service and Services and that the information contained within the Service is accurate at all times. However, Truckwiz and/or Tones Truckin App takes no responsibility, and will not be liable for the Service becoming temporarily unavailable in the instance of technical issues or any associated problems arising from technical or other associated issues beyond our control.

11.6 You release Truckwiz and Tones Truckin App and all related parties from all claims, demands and proceedings in tort, statute or in any other way arising out of my engagement of a health and/or beauty services provider, and indemnify Truckwiz and Tones Truckin App against all liability (including liability for negligence and the negligence of others) for all injury, loss or damage arising out of any engagement under this Agreement.

12. TERMINATION

12.1 Truckwiz and Tones Truckin App may, in its absolute discretion and with immediate effect, terminate this Agreement and remove the you from the Service.

12.2 Truckwiz and Tones Truckin App may, in its absolute discretion, refuse service to any person or entity.

12.3 Truckwiz and Tones Truckin App may, without notice to you and in Truckwiz's and Tones Truckin App sole discretion issue to you a warning, restrict the your activities on the Service, temporarily suspend, indefinitely suspend or terminate the your login and refuse to provide services to the you if:

12.3.1 you have, or Truckwiz and Tones Truckin App believes that you have, breached this Agreement;

12.3.2 Truckwiz or Tones Truckin App are unable to verify or authenticate any information that you have provided to us;

12.3.3 Truckwiz or Tones Truckin App believes that your actions may cause loss or damage to or otherwise unlawfully harm the yourself, Truckwiz or Tones Truckin App users, third parties or Truckwiz or Tones Truckin App, related bodies corporate or affiliates and its directors, employees or agents; or

12.3.4 if Truckwiz and Tones Truckin App reasonably believes that any of your information (which includes an item listed on the service) is inappropriate or of an offensive nature.

12.4 We may refuse to process any payment if we believe there is a risk associated with it or if it breaches any law, statute, ordinance or regulation, or is may cause loss to us or our users.