

## **Sunlinercommunity.com.au Private Party terms and Conditions**

These are the terms and conditions for registering and for using sunlinercommunity.com.au (the "service") to advertise Recreational Vehicles (RVs) for sale. You are entitled to use this Service and take advantage of offers provided through the Service, if you are a private party member as determined in accordance with these terms and conditions. The Service is operated by Sunliner Recreational Vehicles ABN 67 112 829 437 ("sunlinercommunity.com.au", "we" or "us").

### **1. GENERAL TERMS & CONDITIONS**

#### **1.1. Using the Service**

- a. When using the Service, you agree to be bound by these Terms & Conditions.
- b. You are responsible for all fees and charges You incur when accessing and using the Service. These may include the fees and charges of internet service providers, telecommunications carriers and other third parties.
- c. We may modify these Terms & Conditions from time to time. It is your responsibility to remain familiar with these Terms & Conditions and to understand changes. Notification of changes to these Terms and Conditions will be posted on the Service or sent via electronic mail, as we may determine in our discretion acting responsibly. If You do not agree to any modifications, You should terminate Your use of the Service. Your continued use of the Service now, or following the posting of notice of any changes to these Terms and Conditions, will constitute a binding acceptance by You of these Terms and Conditions, or any subsequent modifications.
- d. You may not register on behalf of anyone else and You may not allow anyone else to use Your registration details to access and use the Service.
- e. You will maintain the security of Your password. You are responsible for all activity on the Service that occurs using Your password including activity generated by a third party using Your password with or without Your permission.
- f. Fraudulent use of a credit card by You will automatically absolve Sunliner RV from any liability. Sunliner RV will co-operate with any law enforcement agency with respect to the fraudulent use of the credit card and provide all relevant details pertaining to Your transactions conducted on this Service. At time of notification of fraudulent activity, all transactions charged to the notified credit card will be cancelled immediately.

#### **1.2 Privacy Policy**

- a. By using the Service, You agree to the terms of our Privacy Policy. You agree that:
  - i. We cannot ensure the security or privacy of information You provide through the internet and Your email messages; and
  - ii. We cannot ensure the security or privacy of information submitted or stored on the Service due to any technical limitations (including viruses or hacking) in the hardware or software comprised in the Services.
- b. Unless You tell us otherwise, You agree the Sunliner RV may send electronic mail to You, by email or SMS or other electronic delivery platform, for the purpose of informing You about:
  - i. Changes or additions to products or the Service;

- ii. Other related or similar products and services or products and services in which you may be interested, in addition to any other matters referred to in our Privacy Policy;
  - iii. The pending charge to your credit card around the time it will appear on Your statement, where You have made a purchase by credit card.
- c. To the extent permitted by law, You release Sunliner RV from any liability in connection with clause 2, including the use of your information by other parties.

### **1.3 Proprietary Information**

- a. The Service contains information that is proprietary to Sunliner RV. Sunliner RV asserts full copyright protection in all elements of the Service.
- b. You acknowledge that Sunliner RV retains the copyright in any artwork, video, image or text prepared by Sunliner RV or any of their employees or the Service, and agree not to use such artwork or text for any purpose other than Content on the Service.
- c. You warrant that all material which You provide to Sunliner RV for use in Content on this site (whether or not Sunliner RV will use that material to create new artwork or text) is owned or licensed by You and that its use by Sunliner RV or any third parties as permitted by Sunliner RV will not breach the rights of any other person.

### **1.4. No Warranties**

- a. The Service is distributed on an "as is" basis. Sunliner RV does not warrant that this Service will be uninterrupted or error-free. There may be delays, omissions, and interruptions in the availability of the Service. To the extent permitted by law including under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or equivalent State or Territory legislation, Sunliner RV makes no warranties of any kind whatsoever regarding the Service, either express or implied.

## **2. REQUIREMENTS TO USE THE SERVICE**

### **2.1. In order to place an Content You must:**

- a. be 18 years or over;
- b. set up an account with Sunliner RV;
- c. provide only Australian or New Zealand contact details;
- d. be a private or non-commercial member.
- e. You will not be considered a private or non-commercial member by Sunliner RV if you:
  - i. are a licensed RV dealer or accessory supplier and intend to use the site for the promotion of your business; or

### **2.2. In using the Service You must:**

- a. comply with the terms and conditions set out in this Agreement;
- b. provide all information for Your Profile (including any photographs) in the form required by Sunliner RV from time to time;
- c. if you are not the owner of any materials which you wish to include in Your Content, obtain written permission from the owner of those materials to publish them;

### **3. PUBLICATION OF CONTENT ON SUNLINERCOMMUNITY.COM.AU**

#### **3.1. Your obligations**

- a. In using the Service You must not place and Content:
  - i. that You are not the owner of;
    - a. that You do not have the right to publish;
  - ii. that includes an offer of or referral to any services;
  - iii. that does not comply with all relevant laws;
  - iv. that infringes the intellectual property rights of any person including any company or organisation;
  - v. that is illegal, fraudulent, obscene, offensive, defamatory, or in any way unsuitable for people under the age of eighteen (18) years;
  - vi. that is misleading or deceptive);
  - vii. that comprise anything which may adversely reflect on the Service or us or any website on which Your Content is published;
  - viii. that includes references or links to other websites or HTML enhancement text;
- b. You must ensure that photographs submitted with Content for publication must:
  - i. not contain any watermarks; and
  - ii. be in jpeg format and a maximum of 3MB

#### **3.2. Our rights to amend or not to publish**

- a. We are not bound to publish Your Content until approved by our website management team. Your Content is accepted by us for publication only when we publish Your Content. We will advise you if your Content is not accepted by us.
- b. If Your Content contains material that we deem inappropriate to include, we may refuse to publish Your Content or remove any such material from the Content before or after publication.
- c. If accepted, we will publish Your Content on the terms and conditions of this Agreement and with any amendments required by or authorised by these Terms and Conditions.
- d. Our acceptance of Your Content does not create any relationship of agency between You and us.
- e. We may republish Your Content on such other websites, search engines, applications and print or other media as we determine from time to time in our absolute discretion.
- f. We may refuse to publish, withdraw or terminate the publication of Your Content (or any part of your Content) if:
  - i. we determine, in our absolute opinion without notice, You are not entitled to place the Content (for example, because you are not a private member); or
  - ii. You breach this Agreement; or
  - iii. You have not logged on to the administration pages of Your Content for more than 21 days; or
  - iv. We determine, in our absolute discretion without notice, that such refusal, withdrawal or termination is appropriate.
- g. Despite anything in this Agreement, we have absolute editorial control in relation to the publication of Your Content, including, but not limited to the format, position and placement of Your Content.
- h. We may in our absolute discretion add to, edit or remove information within Your Content.

### **3.3. Withdrawal of Content**

- a. Content may be removed at any time after publication.

### **3.4. Intellectual Property Rights**

- a. You hereby grant to Sunliner RV in respect of all copyright materials included in Your Content or materials otherwise submitted by You to Sunliner RV, a perpetual, royalty free and irrevocable licence to use, reproduce, adapt, commercialise or otherwise utilise in any manner those materials and the Content and to permit others to do the same.

## **4. WARRANTIES AND INDEMNITIES**

### **4.1. Your Warranties**

You represent and warrant to Sunliner RV that:

- a. You are the owner of all items included in Your Content and you have the right to publish that material including text and images;
- b. You have the authority to grant to Sunliner RV the licence contained in these Terms and Conditions;
- c. all contact and other details You have provided to Sunliner RV are accurate; and
- d. Your use of the Service will comply with the terms and conditions set out in this Agreement, the law and any other requirements or directions issued by Sunliner RV from time to time.

### **4.2. Your indemnity**

You indemnify Sunliner RV against all actual or threatened loss, damage, actions, claims and / or demands (including the cost of defending or settling any actions, claims and demands) which may be incurred or suffered by or instituted against Sunliner RV arising out of:

- a. breach of this Agreement (including a breach of any representation or warranty contained in this
- b. Agreement) by You
- c. any wilful, unlawful or negligent act or omission by You;
- d. the publication by Sunliner RV or any other person of Your Content;
- e. Your use of the Service; and
- f. the sale or offering for sale of any item contained in Your Content.

### **4.3. Sunliner RV Liability to You**

- a. To the full extent permitted by law, all guarantees and implied and express warranties in respect of any goods or services provided by Sunliner RV are HEREBY EXCLUDED.
- b. To the fullest extent possible:
  - i. Your use of this Service is your sole responsibility and you do so at your own risk;
  - ii. You agree not to hold us liable for things other users of the Service post or do;
  - iii. All content on the Service may be changed at our sole discretion and without notice;
  - iv. we will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to the Service;
  - v. we do not warrant that functions contained in Service, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that the Service or the server that makes it available, are free of viruses or bugs;

- c. To the full extent permitted by law, Sunliner RV will only be liable to You:
  - i. Pursuant to any guarantee, right or contractual term that arises, is created or is implied by operation of law and cannot be excluded PROVIDED THAT, to the full extent permitted by law, any such liability of Sunliner RV is limited, at Sunliner RV' option, to (A) replacing or repairing the relevant goods, (B) supplying goods equivalent to the relevant goods, (C) supplying the relevant services again or (D) paying the cost of such replacement, repairs or supply; or
  - ii. Subject always to clause 4.3(c)(ii) if Your claim arises from or in connection with any deliberate breach of these terms and conditions or fraud by Sunliner RV.
- d. To the full extent permitted by law, and despite clause 4.3(b), Sunliner RV will not be liable to You:
  - i. for claims arising out of or in connection with this Agreement or the publication of Your Content whether arising in contract, tort (including negligence), indemnity, strict liability, breach of warranty or statute; and
  - ii. for loss of use, production, profit, revenue, business, data, contract or anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage.

#### **4.4. Other relevant issues**

- a. For the purposes of this clauses 4, the term Sunliner RV will mean Sunliner RV, its officers, employees, contractors and agents, whether individually or collectively.
- b. This clause 4 will survive the expiration or termination of this agreement.

### **5. MISCELLANEOUS**

- 5.1.** These conditions of use and all other conditions, notices and disclaimers which appear on the Site are governed by and construed in accordance with the laws of New South Wales.
- 5.2.** If you do not agree with these conditions of use or any modifications to them, your only recourse is to immediately discontinue your use of the Site.
- 5.3.** Once you have registered on the Site, you may terminate your registration and account for the Site at any time by contacting News Insert link to contact us page

### **6. DEFINITIONS**

- 1. **Content:** Means Content placed on the Service under these terms and conditions.
- 2. **Profile:** Means the information placed on the service identifying the member.
- 2. **Member:** A person that utilises the Service to create and place an Content.
- 3. **Agreement:** any agreement between You and Us for the publications of an Content in accordance with these terms and conditions.
- 5. **You:** The person entering into this Agreement in whose name the account is conducted.