

Website Terms and Conditions

These terms and conditions apply when you access or use the Website of Maven Business Group Pty Ltd (**we, us, our**) or utilise our Services. These terms and conditions must be read in conjunction with our Privacy Policy, Rental Terms and Conditions (links to the relevant documents are included below). Please read them carefully. If you have any questions or do not understand anything, please [contact us](#).

When you use our website or utilize our Services, you accept and agree to be bound by our terms and conditions.

1. Who may utilise our Services

- a. Our Services are available to individuals over the age of 18 years and, provided they have an ABN, to companies and other entities.
- b. If you are registering for or utilising our Services on behalf of a company or another person or entity, you:
 - i. must be an officer or agent of the company, person or entity authorised to enter into legally binding contracts on behalf of the company, person or entity; and
 - ii. represent and warrant to us that you are authorised to do so and that the relevant company, person or entity has consented.

2. If you register on our Website

To obtain access to certain of our Services you must register on our Website. If you register to use our Website or utilise any of our Services, you:

- a. must not create an account for anyone other than yourself (other than a company, another person or entity as set out in clause 1);
- b. must not create a false identity or misrepresent an affiliation with another person or entity;
- c. must not adopt a user name or password that we, in our sole discretion, consider offensive;
- d. must not provide any false information;
- e. must ensure that the information you provide to us, including your contact information, is at all times accurate, complete and up to date;
- f. must not provide your details (including your password) to any other person or do anything that may impact on your security;
- g. agree that we may remove or block a user for any reason including, without limitation, if we believe that the user utilises our Services inappropriately;
- h. warrant that you are at least 18 years of age; and
- i. agree to receive notification from us by way of email, SMS or telephone in relation to any of our Services.

3. Using our Website and Services

- a. You are solely responsible for your conduct and the conduct of any person who accesses our Website or Services on your behalf or by using your username or password.
- b. You acknowledge that:

- i. it is a condition of access to our Website and Services that you (or anyone acting on your behalf) complies with these terms and conditions;
 - ii. your password and any other identification must be changed whenever we request you to do so;
 - iii. you must take all reasonable steps to maintain and safeguard access to our online systems, including protecting your password and other identification;
 - iv. access privileges to our systems may be revoked at any time without notice if there is a breach of the provisions of these terms and conditions or if there is a security violation; and
 - v. we may log and monitor your access.
- c. You must notify us as soon as practicable if:
 - i. you become aware of or suspect any unauthorised use of your account or our Website or Services; or
 - ii. there is any change in your name, address or other contact details.

4. Email and SMS registration

You grant MAVEN BUSINESS GROUP your ongoing consent to use your information to promote and market MAVEN BUSINESS GROUP products and services and make other offers to you (including by making telemarketing calls to you, and sending you electronic messages including via email and SMS). We may continue to provide this information to you until you indicate otherwise. You may opt out of receiving marketing email and SMS communication by clicking unsubscribe (email), stop (SMS), or contact MAVEN BUSINESS GROUP at info@mavenbusinessgroup.com.au

5. Vehicle listings

- a. We do not review vehicle listings posted on our Website.
- b. We do not endorse or guarantee the accuracy of any listing or posted information.
- c. Each user is responsible for any information they post on our Website or any listing or any comments on a vehicle or the Services they make. By submitting or posting material on our Website, you represent that it is accurate and that you are the owner of the material or have the explicit consent of the owner of the material to post it.
- d. You guarantee that any listing you submit is truthful and in compliance with all applicable laws and regulations (including laws relating to the roadworthiness of the vehicle and registration of the vehicle).
- e. You guarantee that you will at all times conduct yourself ethically in the use of our Website and in any transaction resulting from our Services.
- f. You must not:
 - i. post or transmit any defamatory, abusive, obscene, threatening, misleading, or illegal material, or any other material that infringes on the rights of others or interferes with the ability of others to enjoy our Website; or
 - ii. in using our Website or any of our Services, violate the copyright, trademark, or other intellectual property rights of any person or other entity.
- g. If at any time you believe that information that has been posted is inaccurate or an opinion is defamatory, offensive or otherwise breaches these terms and conditions, please immediately advise our Customer Service Manager at info@mavenbusinessgroup.com.au
- h. We may at our discretion deny access to anyone who we believe has breached our terms and conditions.

6. Terms and conditions of hiring a vehicle

- a. The terms and conditions under which you rent a vehicle through our Services are set out at [Terms And Conditions](#).

7. Your use of our Website

- a. You must not:
 - i. tamper with or do anything which alters the Website, or interferes with or affects its working, including removing anything from it;
 - ii. add anything to our Website or otherwise alter or modify any part of our Website;
 - iii. collect or solicit material about any other person, including email, contact details or login information (including passwords) from our Website;
 - iv. attempt to gain unauthorised access to any part of our Website using another person's name, details or password;
 - v. use the Website to include, list, upload, post or transmit any information or material that contains Prohibited Content, or which is otherwise prohibited by law or these terms and conditions in any manner or for any purpose;
 - vi. use our Website or any service provided through our Website to conduct surveys, contests, pyramid schemes, send spam, junk email or other unsolicited messages;
 - vii. without our prior written consent, frame any of the content of MAVEN BUSINESS GROUP or incorporate into another website or other service or any of our intellectual property. Requests for permission to frame our content must be sent by email to our Customer Service Manager at info@mavenbusinessgroup.com.au ;
 - viii. use or launch any automated system including (without limitation) any offline readers, spiders or robots onto or through our Website in a way that:
 - A. sends a larger number of request messages to our servers or to other users of our Website than can reasonably be produced by a human in the same period using a conventional on-line web browser;
 - B. sends spam;
 - C. annoys or harasses any person;
 - D. collects or harvests any personally identifiable information;
 - E. stores, permanently downloads or redistributes content from our Website other than as intended or as specifically agreed by us in writing;
 - F. circumvents, disables or otherwise interferes with any security-related features of our Website or contains features that prevent, limit or restrict use or copying of any content from our Website; or
 - G. transfers material to another person or 'mirrors' materials on any other server.
- b. We reserve the right in our absolute discretion to delete, move, or edit any communication we deem violates these terms and conditions or is defamatory or insulting in any way.

8. Links and our Website

- a. You must not create a link to or from our Website or any part of our Website:
 - i. for Commercial Use or any other purpose, without our prior written consent;
 - ii. to or from a website which contains Prohibited Content; or
 - iii. so that our rights or the rights of a third party, including without limitation, Intellectual Property Rights are infringed.
- b. You may establish a link to our Website for non-Commercial Use provided subclause (a) is complied with and the link does not state or imply any endorsement or sponsorship by us of you, your company, or your site.
- c. If you do create a link to or from our Website (whether with or without our consent), you do so at your own risk. The exclusions, disclaimers and limitations set out in these terms and conditions will apply to your linking to or from our Website and the consequences and actions resulting from the linking.

9. Third Party Websites

- a. This Website may contain links to third party websites. We are not responsible for the condition or the content of those websites. The presence of links does not amount, expressly or impliedly, to any endorsement of those websites or the products or services provided

there. Your access to those websites and use of their products and services is solely at your own risk.

- b. When accessing third party websites you should read the terms and conditions (including the privacy policy) applying to the use of those websites.
- c. Without limiting these terms and conditions, by using our Website to access third party websites you expressly release and indemnify each of us and our Affiliates from any and all liability arising from your access or use of any third party website.

10. Intellectual Property Rights

- a. We own or have a right to use the Intellectual Property Rights in the Website and all of its content. We reserve our rights in it and assert our right to be recognised as the author of original material on this Website.
 - i. Except to the extent permitted by the Copyright Act 1968 (Cth), you must not use, copy, modify, transmit, store, publish or distribute the material on our Website for Commercial Use.
 - ii. You must not create any other material using material from our Website without obtaining the prior written consent of the author of the material.
 - iii. You must not do anything that partially or entirely reproduces or exploits or otherwise breaches our or any other person's Intellectual Property Rights whether accessible through our Website or otherwise.
 - iv. You must not use, reproduce or publish any trade marks except by saving or printing out a copy of any pages from this Website as expressly permitted in these terms and conditions. Any use of any of the trade marks without the express written consent of us or the owner of the trade mark (as applicable) is prohibited.
- b. Third party trade marks may be featured on this Website from time to time and are proprietary to their respective owners and protected by international trade mark or copyright laws. The use of any such trade mark on this Website is not intended to indicate any association with or endorsement by the owner of that trade mark.
- c. You agree that:
 - i. no title to any Intellectual Property Rights in this Website or its content transfers to you;
 - ii. by placing a listing on our Website, you grant a license to us on a non-exclusive basis, in all copyright and other ownership rights in the listing, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital electronic medium; and
 - iii. you do not obtain any rights, express or implied, other than those specifically granted by these terms and conditions.
- d. You grant us a non-exclusive license to publish all listings you provide to us. We are not responsible for any damage or loss to any listings, copy, drawings, and art or any other materials you provide.
- e. With the exception of tools within our Website, you may not store any significant portion of, nor distribute copies of, materials found on this site, in any form (including Electronic Communication), without the prior written permission of the owner. Requests for permission to reproduce or distribute materials found on our Website are to be sent to: info@mavenbusinessgroup.com.au

11. What we don't represent or promise

Given the nature of the internet we do not represent or promise you any of the following:

- a. that you will have uninterrupted or error-free access to or use of the Website by any method;
- b. that there will not be delays, omissions, interruptions, inaccuracies, or other problems with the information, products and services published over our Website;
- c. that any loss or damage will not occur as a result of your access to and use of our Website or any information on our Website or accessed from our Website;
- d. that the Website or any links will be error-free or free from viruses, faults or defects or that any bugs, viruses, Trojan horses or other corrupting programs will not be transmitted to or through our Website by any third party;

- e. that there will not be any unauthorised access to or use of our secure servers which may result in your personal or financial information being accessed;
- f. that your internet or mobile service provider will allow you access to the Website. You are responsible for ensuring your service provider will allow you access to the Website and its content and for any costs and service fees associated with the access; or
- g. that your computer, mobile or other hardware devices will allow you access to the Website. You are responsible for ensuring your devices will allow you access to the Website and its content and for any costs and service fees associated with the access.

12. Disclaimer

- a. The following provisions of this clause 11 are not restricted or modified by any specific provisions, warnings or disclaimers contained in these terms and conditions or otherwise contained on our Website.
- b. This Website is provided to you 'as is'. We and our Affiliates do not infringe anyone's intellectual property rights, or that any of the vehicles are fitness for a particular purpose.
- c. The information on this Website, including (without limitation) online registration is for information purposes only. If you rely on any information or material available through our Website or provided by a third party (e.g. a Driver), you do so at your own risk.
- d. While we do take steps to ensure that the information we provide is accurate and up to date, errors may appear from time to time or the information provided to us by third parties (e.g. Drivers) may not be accurate. We therefore cannot and do not guarantee the accuracy of any information or the performance of any vehicle and do not endorse or approve any vehicle or Driver.
- e. You should make your own enquiries and obtain advice specific to your particular circumstances before making any decisions as to the hiring or offering for hire of any vehicle. This includes vehicle rental (whether on a daily, weekly or monthly basis), inception fees, lease term, insurance, maintenance, vehicle reliability, excess kilometre charges and total allowed kilometres.
- f. The content is subject to change without notice.
- g. Any views, opinions or findings, news, information items or other publications on or accessed from our Website are those of the respective authors and do not necessarily reflect the view, opinions or findings of us or our Affiliates.
- h. To the maximum extent permitted by law, we and our Affiliates disclaim any and all responsibility and liability in respect of our Website and any loss or damage suffered or incurred by a person for any reason including (without limitation):
 - i. access to, inability to access or any interruptions to the Website;
 - ii. using or relying on any of the information provided in or obtained through our Website; or
 - iii. any of the matters referred to in these terms and conditions.
- i. To the maximum extent permitted by law but without limiting your rights under Australian consumer law (including the Competition and Consumer Act):
 - i. this Website and its contents are provided without any representations or warranties of any kind, either express or implied including, without limitation, any warranties as to the completeness or accuracy of the information provided through our Website;
 - ii. we disclaim all warranties, express or implied, in connection with our Website and your access to and use of our Website;
 - iii. while we take reasonable commercial steps to ensure the completeness, accuracy and currency of information and the integrity of our Website, we do not represent or warrant that the information or facilities accessible via this Website are accurate, complete or current, or that this Website will be free of defects, including, but not limited to, viruses or other harmful elements; and
 - iv. we exclude every warranty or condition of any kind that might otherwise apply in relation to the Website, its content, its useability, inability to use the Website or the services offered through it.

13. Disclaimer – electronic communications from us

- a. This clause 12 does not limit any other provisions in these terms and conditions.
- b. Except as required law, we do not represent, warrant or guarantee the integrity of any Electronic Communication or that the Electronic Communication is free of errors, virus, interception or interference.
- c. While care has been taken to ensure the accuracy of the information contained in any Electronic Communication, we and our Affiliates accept no responsibility for any errors or for any consequence of its use. Any action taken, or omission made by you or any other person in reliance of this information is taken or made at the sole risk and expense of the user of that information.
- d. You should not rely on the contents of any Electronic Communication for the purpose of ascertaining the legal rights or obligations of you or any other person or for any other purpose without first obtaining legal or other relevant professional advice.

14. Limitation of Liability

- a. Notwithstanding any other provision in these terms and conditions, if we are liable to you in any way, including:
 - i. as a result of your rights under the Competition and Consumer Act; or
 - ii. in the case of a warranty or liability that the law says we cannot exclude, our liability is limited to:
 - iii. refunding you the cost you paid for the relevant Service; or
 - iv. re-supplying or having resupplied the relevant Service.
- b. We are not liable, and each of our Affiliates is not liable, for any direct, indirect, incidental, special, punitive or consequential liability, loss (including but not limited to loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, death, personal injury or any loss, damage or expense) you incur or suffer that arises out of your access to, use of or reliance on our Website or our Services, any of the content of the Website or your inability to use it or the hiring of any vehicle. This applies even if we have been informed that the liability, loss, damage or expense will or may result.
- c. Nothing in these terms and conditions or in our dealings with you affects your statutory rights including those under the Competition and Consumer Act. To the extent of any inconsistency between these terms and conditions and your statutory rights under the Competition and Consumer Act, your statutory rights under the Competition and Consumer Act will apply.

15. Indemnity

- a. You continually indemnify us and our Affiliates against any claim or proceeding that is made, threatened or commenced and against any liability, loss, damage or expense (including legal costs on a full indemnity basis) any of them incurs or suffers, as a direct or indirect result of any of the following:
 - i. your use of and access to our Website or any of our Services provided through our Website;
 - ii. a breach of these terms and conditions;
 - iii. a wilful, unlawful or negligent act or omission by you;
 - iv. your violation of any third party right or law, including (without limitation) any Intellectual Property Rights, defamation or criminal laws;
 - v. a claim that you caused damage to a third party; or
 - vi. your use of any information obtained from or through our Website.
- b. You are solely responsible for all costs arising from your use of our Website.

16. Privacy policy

- a. These terms and conditions incorporate our Privacy Policy, a copy of which is available at [Privacy Policy](#).
- b. By providing us with any Personal Information through our Website, you consent to our collection of your Personal Information to enable us to process your payments or provide

the information or Services you have requested and for the other purposes set out in our Privacy Policy.

17. Governing Law

- a. This Website is controlled and operated in New South Wales, Australia. It is and will be deemed to be based solely in Australia.
- b. These terms and conditions are governed by and construed in accordance with the laws in force in New South Wales and the Commonwealth of Australia. Any dispute under these terms shall be subject to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia and, by using this Website, you submit to the jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.

18. Miscellaneous

- a. We reserve the right to vary these terms and conditions at any time. The latest terms and conditions will be posted on our Website.
- b. Each time you access our Website you should review the terms and conditions. You will be bound by the terms and conditions posted on our Website each time you access.
- c. The fact that we fail to do, or delay in doing, something we are entitled to do under these terms and conditions, does not amount to a waiver of any obligation of, or breach of obligation by you. A waiver by us is only effective if it is expressly given in writing. A waiver of any provision of these terms and conditions will not operate as a waiver of any other provision, or a continuing waiver of the same provision or a similar provision in the future.
- d. A provision of these terms and conditions must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of or the inclusion of any provision in these terms and conditions.
- e. If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of these terms and conditions are not affected.
- f. If any court of competent jurisdiction finds any provision of these terms and conditions to be void or unenforceable for any reason, that provision will be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions.
- g. These terms and conditions represent the entire understanding and agreement between the parties relating to the subject matter herein and supersede any and all prior statements, understandings or agreements whether oral or written.
- h. You may not transfer or assign these terms and conditions or any rights or licences granted under these terms and conditions. We may transfer or assign these terms and conditions and your account without restriction or notification.
- i. Clauses 1(b)(ii), 11, 12, 14, 15, 17 and 18 (inclusive) survive termination or expiration of these terms and conditions and cessation of your use of our Website for any reason.

19. Definitions

Affiliates means our officers, employees and other personnel, agents, contractors, partners, principals, licensors, suppliers and service providers.

Commercial Use includes (without limitation):

- a. sale of access to our Website or our services by way of another website;
- b. using our Website or our services for the purposes of selling goods or services or for advertising goods or services other than as expressly permitted by our Website;
- c. any use of our Website or our services for the purpose of competing with or displacing our Website or services; or
- d. soliciting any users of our Website for any commercial purpose.

Competition and Consumer Act means the Competition and Consumer Act 2010 (Cth).

Driver means the person or persons seeking to or renting a vehicle.

Electronic Communication means a communication of information in the form of:

- a. data, text or images by guided or unguided electromagnetic energy; or
- b. sound by guided or unguided electromagnetic energy, if the sound is processed at its destination by an automated voice recognition system,

including, without limitation, by way of email or text messaging.

Intellectual Property Rights means copyright, trade marks (whether registered or not), patents, patent applications, eligible circuit layouts, moral rights, service marks, trade names, registered designs, unregistered design rights, know how, trade secrets, domain names, internet addresses, rights in confidential information and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

Owner means Maven Business Group Pty Ltd (MAVEN BUSINESS GROUP).

Personal Information has the meaning given to that term under our Privacy Policy.

Prohibited Content includes content that:

- a. is abusive, threatening, obscene, vulgar, offensive, defamatory, hateful, discriminatory, unlawful, pornographic, racist, sexually-oriented or otherwise considered by the us as inappropriate;
- b. contravenes any applicable laws (including without limitation laws concerning Intellectual Property Rights); or
- c. infringes the rights of a third party (including without limitation laws concerning Intellectual Property Rights, privacy or personal or proprietary rights).

Services means the peer to peer on-line vehicle hiring services we provide to Drivers.

Website means www.mavenbusinessgroup.com.au

you, your means the person accessing and using our Website.