

**OFFROAD REGISTER PTY LTD
TERMS AND CONDITIONS OF USE**

BETWEEN:

OFFROAD REGISTER PTY LTD (ACN 613 937 456) of PO BOX 2365, Marmion in the State of Western Australia ("Offroad", "We", "Us")

And

THE USER ("You", "The User")

RECITALS

- A. Offroad offers a service whereby users can buy and sell off-road, unregistered vehicles and assist in the due diligence when buying such vehicles, (the "App").
- B. Offroad owns all of the intellectual property in the App, which is used to register unlicensed off road vehicles with the intent of reducing theft.
- C. Offroad allows buyers to purchase vehicles from its App, where a buyer can view service history and check if the vehicle is registered as stolen within the App.

AND THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Account means an Account created by You to use the Application.

Anniversary Date means the annual anniversary of the Registration Date.

App means the Offroad smartphone and internet web based applications to which this Agreement relates and includes any related applications and integrated services offered by Us.

Carrier means any service provider of broadband, telecommunications, or mobile telecommunications services that You use.

Dealer means an off-road vehicle dealer that may introduce You to the App and/or register an Account for You.

Device means any device which can utilize the App or is used to access the App and includes computers and any Supported Mobile Platforms.

Fees means the charges payable by You and / or the Dealer to use the App and shall be excluding GST unless otherwise noted.

GST means Goods and Services Tax.

ISP means Internet Service Provider.

Privacy Policy means clause 2.9, 3.8, 5.8 and 10 of the Terms and Conditions, in addition to any documents published on our Website relating to privacy.

Registration Date means the date the vehicle is successfully registered in the App by You or a Dealer.

Registration Fee means the fee You will pay to register with the App.

Services means any one or more of the services offered by Us from time to time which relate to and/or are incorporated into the App, which include, but are not limited to:

- Facilitating the buying/selling of Vehicles for a fee;
- Record service history of Vehicle and modifications; receipts; etc.; to assist with sale.

Supported Mobile Platforms means those platforms which can support the App, being those detailed in Appendix A of these Conditions and subject to variation from time to time and with the current list of the same to be as noted on our Website.

Supported Browser Versions means those browser versions which can support the App, being those detailed in Appendix A of these Conditions and subject to variation from time to time and with the current list of the same to be as noted on our Website.

User means You, a Dealer, an account holder, a Customer, Your employees, representatives, consultants, contractors, interviewees, guest contributors or agents who are authorized to access the Service from the App (or other means) using credentials supplied by You (or by Us at Your request) or any individual that You allow access to Your Account or the App and any User is deemed to have accepted this Agreement.

Vehicle means a vehicle registered on the App.

We, Us and Our means Offroad Register Pty Ltd (ACN 613 937 456)

Website means Our website which can be found at [www.offroadregister.com.au].

You and Your mean the User.

2. YOUR ACCOUNT

2.1 Opening an Account

You may become a User at your will, subject to acceptance of this Agreement, by downloading the App, registering your details, and being provided with an Account.

By installing the App onto a Device or applying for an Account, You are deemed to have accepted this Agreement and You confirm that you are eligible for an Account as per clause 2.3 of this Agreement.

To open an account, your personal details need to be provided which include, but are not limited to, your full legal name, your address, your phone number, email address, date of birth and driver's licence number. Should a Dealer attend to Your registration, they may complete your identification check and may be paid by us a fee for their administrative costs. Any third party that verifies your identity on our behalf may charge you a fee for this service.

We do not accept any liability and are not liable for any third party acts or omissions in relation to your identity check or storage of your personal information provided by you to the said third party.

When registering a Vehicle, the chassis/engine number needs to be provided in addition to a photograph of the Vehicle.

2.2 User Name and Password

When You register, We will provide You with a user name and password for Your Account. You will be responsible for all activities that occur under Your Account and therefore You should keep Your password confidential. Any persons that You authorize to use Your Account will be deemed to have Your authority at all times and will be deemed to have accepted this Agreement.

2.3 Eligibility for Account

You must be over the age of eighteen (18) years of age to be eligible to be a User and hold an Account with an Australian Driver's Licence, as well as hold a current MasterCard / Visa Card in Your name or be the authorised holder of a PayPal account.

For any persons under the age of eighteen (18) years of age, they will require their parent or guardian to register on their behalf. Any User over the age of sixteen (16) years that holds a valid passport or driver's license may use the App provided they are noted as the owner of the Vehicle and their legal guardian accepts the conditions of this Agreement.

2.4 Term of Agreement

This Agreement will remain in full force and effect between Us and You (and any of Our and Your successors and / or assigns) for a minimum of 1 year from the date of execution of this Agreement.

We have the right to terminate this Agreement, or suspend or terminate your access to the Services / App, immediately effective upon sending notice to you at the email address you provide in your Account, if an outstanding payment due to Us by You remains unpaid for more than 14 days after the said payment falls due for payment by You.

Upon termination of this Agreement, Your right to access and use the Service and App will terminate immediately. You agree that We will have no liability to You for any costs, losses, damages, or liabilities arising out of or related to our termination of this Agreement, providing that such loss or damage has not resulted from Our breach of this Agreement or Our negligent acts or omissions.

2.5 Fees

The cost to Register a vehicle with the App will be the Registration Fee for the first year and the Renewal Fee for each year thereafter. If the Renewal Fee is not paid within fourteen (14) days of the Anniversary Date, the Registration Fee will be payable to re-register the vehicle.

The App download is free.

We reserve our rights to alter the Fees and We will notify You of the same in writing if there are changes, but in any event, We will not increase any annual fees during a period for which You have already paid.

2.6 Account Information

You warrant that any information provided by You in the course of applying for an Account and in the course of using the App, is current, complete and accurate. You must maintain and update all information provided to Us and ensure that such information is current at all times. You must not register as a User under false identities or personas. You agree that We may store and use Your Information You provided for statistical purposes, use in maintaining the App and Your Account and billing fees to You and Your Account.

2.7 Security of Account Information

You are responsible for keeping Your Account, sign-in, information, including your passwords, secret questions and other personal information secure. Without limiting the foregoing, you agree:

- (a) Not to permit any other person to use Your Account details, unless they are an authorized User;
- (b) Not to disclose, or provide to any other person, Your secure information in connection with Your Account that may allow them to gain access to Your Account;
- (c) You agree to notify Us immediately of any unauthorized use of Your Account or if You believe that a password linked to Your Account is no longer confidential;
- (d) We reserve the right to require You to alter Your user name and/or password if We believe that Your Account is no longer secure; and
- (e) We shall not be responsible for any losses arising out of the unauthorized use of Your Account.

2.8 Use of Your Information

By creating an Account, You hereby authorize Us to use Your Account information in accordance with the Privacy Policy for the purposes of sending periodic mailings to you about the App, the Services, any changes to this Agreement or any related information such as sales, news and marketing information.

We may use Your email account details as provided in your Account to provide you with invoices and receipts from Us or our related entities and to inform You when this Agreement has been amended.

We may also use Your email address details as provided in Your Account to provide You with marketing based material, which may include discounts, specials, product information plus others, from Us or our related entities unless You have requested in writing that this service be disabled.

2.9 Storage of Account Information

Any information collected by Us through You or the App will be stored in a cloud based database in Australia, which will be regularly backed up and have all required antivirus software and security measures in place. The cloud base service used by Us is an Australian based provider and hosted in a fully managed infrastructure with continuous backup and security features in place and we have a top-level service level agreement with the provider we choose.

2.10 Electronic Communication

We will communicate with You via electronic means to the email address provided in Your Account. For contractual purposes, You:

- (a) Consent to receive communications from Us in an electronic form;
- (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in hardcopy writing;
- (c) must ensure you take all necessary precautions to ensure Our electronic communication is received by You, including but not limited to editing spam filtering rules or adding Us as a trusted email source.

2.11 Terminating Your Account – by Us

We may, at Our sole and absolute discretion, suspend Your ability to use the App or Your Account or may terminate this Agreement effective immediately and without notice to you if you cause a material breach to this Agreement, including, but not limited to:

- (a) We reasonably believe that there is fraudulent and / or illegal activity related to your Account (including, but not limited to) the misuse of the App;
- (b) We have been informed by any government or related agency that the Services should not be provided to You;
- (c) We believe You have violated or acted inconsistently with the letter or the spirit of this Agreement; or
- (d) We no longer wish to maintain the App (in which case We will pro rata refund You any Fees paid by You for the current year (being the year commencing on the Anniversary Date)).

We reserve the right to modify, suspend, or discontinue the Services (or any part or content thereof) or cease allowing you access to the App at any time with or without notice to You, and We will not be liable to You or to any third party should We exercise such rights.

2.12 Terminating Your Account – by You

You may terminate / close Your Account with Us at any time.

Should You wish to terminate this Agreement, You may do so in writing to us at accounts@offroadregister.com.au. The email must contain a contact number so that You can be properly identified. Your Account will then be terminated: see "Termination of Services".

2.13 Reactivating a Suspended or Terminated Account

After any suspension or termination of your Account by Us, You may be required to respond to an authenticating message to reactivate Your Account and/or pay a reactivation fee per Vehicle (as amended from time to time by Us in writing). You agree that We will not be liable to You for any termination of this Agreement or for any restricted access to the App or Services.

3. SERVICES PROVIDED

3.1 Requirements for Use of the App

In order to use the App and have access to the Services You will require:

- (a) Acceptance of this Agreement (any use of the App, Website and/or Services is deemed to be acceptance of this Agreement, including any free access that does not require an Account);
- (b) The App installed on a compatible "Device" (in doing so accepting Apple's & Google's respective standard EULA for the iTunes App Store and Google Play respectively);
- (c) An active Account, complete with accurate details of you and service email address;
- (d) Payment of any applicable Fees; and
- (e) A Supported Mobile Device;
- (f) OR a computer with a Supported Browser.

3.2 Services Available

We will provide the Services and an Account to you after you have registered via our Website or the App on the Device. Upon creation of your Account and the requirements of clause 3.1 of this Agreement being satisfied, and payment of the relevant fees, You will be able to start using the App and the Services.

We give no warranty or undertaking as to the quality of the Services or any internet providers.

3.3 Availability of Services:

You acknowledge and agree that the availability of the Internet and your ability to use the App and/or services is on an "AS IS" and "AS AVAILABLE" basis. You acknowledge availability of web-based services is not guaranteed. We are not responsible for any limitations of the Internet or the service provided by Your ISP. In the event Your ISP fails to deliver any communication to any Account holder or other User / Customer in a timely fashion, due to, but not limited to, ISP issues, Internet issues, mobile network failure or non- compatibility of your smart phone device with the Portal and / or App, you acknowledge and agree that We shall not be liable for any loss or damage. In addition, and without limiting the foregoing in no event will We be liable for any error by You in using the Services or the App.

You acknowledge that:

- a) We do not warrant that Your Internet Service will be uninterrupted or error-free;
- b) We cannot guarantee a timeframe for restoration of your Internet Service, should it fail; and
- c) We are not liable to You for any loss or damage You may suffer as a result of using the Internet to send or receive data which may contain viruses or other harmful software.

3.4 Modification of Services

We reserve the right, in Our sole discretion, to modify the Services from time to time and without notice, including removing, adding or modifying the Services. We shall have no liability to You for any modification or discontinuation of the Services providing that such loss or damage has not resulted from Our breach of this Agreement or Our negligent acts or omissions. Continued use of the App following any such changes shall indicate your acknowledgment of such changes and satisfaction with the Services and App as so modified.

3.5 Supply of Service

We do not guarantee, represent, or warrant that your use of the App or Service will be uninterrupted or error-free, and You agree that from time to time we may remove the Service for indefinite periods of time, or cancel the Service at any time, without notice to you for maintenance or other reasonable issues.

We will use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the App and which We shall schedule to the extent reasonably practicable during the weekend hours from 12:00 p.m. WAST (GM+8) Saturday to 12:00 p.m. WAST (GM+8) Monday); or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Our possession or reasonable control, unplanned maintenance and network intrusions or denial of service attacks.

3.6 Upgrades

We may provide You with upgrades, updates or enhancements to the Service and/or App from time to time.

3.7 Technical Support

You are entitled to standard support from Us consisting of online support services, as outlined at www.offroadregister.com.au We will endeavour to respond within two (2) business days and require Your Account identification to assist.

3.8 Vehicle History

The App is intended to record the history of the Vehicle, as reported by the User only. The information available on the App for the Vehicle includes service history, modifications and upgrades (with supporting documents able to be uploaded to the App). This will allow potential buyers to review the history of the Vehicle.

Offroad holds no liability in relation to the reliability of the reported information on the Vehicle History.

4. USE OF THE APPLICATION

4.1 Content Availability

We reserve the right to change content options (including eligibility for particular features) without notice to You.

4.2 Usage Rules

- (a) You shall use the App and your Account in compliance with the usage rules in this clause 4 and in accordance with this Agreement.
- (b) We reserve the right to modify this Agreement at any time.
- (c) You shall not access or attempt to access an Account that you are not authorized to access.
- (d) Violations of system or network security may result in civil or criminal liability.

4.3 Third-Party Materials

Services available via the Application may be provided by third parties and We may provide links to third-party websites as a convenience to You.

You agree that We are not responsible for examining or evaluating the content or accuracy of any third parties. You hereby release Us from any and all liability or responsibility resulting from any third-party Services or websites, or for any other materials, products, or services of third parties which You may use.

You agree that You will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that We are not in any way responsible for any such use by You.

4.4 Intellectual Property

Offroad owns all proprietary and intellectual property rights in the App and the Website (including text, graphics, logos, icons and sound recordings) and other material underlying and forming part of the App and the Website and we provide the App and Website to You by way of a subscription, subject to You acting in accordance with these conditions at all times.

You may not without Our prior written permission (which may be withheld at Our absolute discretion), in any form or by any means reproduce, copy, adapt, distribute, display, print, perform, publish or create derivative works from any part of the Website or App or commercialise, copy, or on-sell any information, or items obtained from any part of the Website or App.

You agree that the App, including but not limited to domains, products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used in the App to implement the Services, contains proprietary information and material that is owned by Us, and is protected by applicable intellectual property and other laws, including but not limited to copyright.

You agree that You will not use such proprietary information or materials in any way whatsoever except for use of the App in compliance with this Agreement. No portion of the App or Website may be reproduced in any form or by any means, except as expressly permitted in these terms, or allowed in writing by Us. You agree not to exploit the App in any unauthorized way whatsoever.

Notwithstanding any other provision of this Agreement, We reserve the right to change, suspend, remove, or disable access to the App, content, or other materials comprising a part of the App at any time without notice. In no event will We be liable for making these changes. We may also impose limits on the use of or access to certain features or portions of the App, in any case and without notice or liability.

All copyrights in and to the App (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Us and We reserve all our rights in law and equity.

You agree that the use of the App or any part of the Services, except for use of the App and Services as permitted in this Agreement, is strictly prohibited and infringes on the intellectual property rights of others and may subject You to litigation, including possible monetary damages, for copyright infringement.

Any of Our trading names, trademarks, service marks, graphics, and logos used in connection with the Website and / or App are trademarks or registered trademarks of Ours Australia and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the App or Services may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

4.5 License to Use Application

The App made available through Us is provided to You under license and is not sold to You. Your license to use the App that you obtain through Us is subject to your prior acceptance of this Agreement in its entirety. We reserve all rights to the App not expressly granted to you under this Agreement. Your use of the App is deemed acceptance of this Agreement.

Subject to the terms of this Agreement, We grant to you a non-transferable, nonexclusive, royalty-free, fully paid, worldwide license (without the right to sublicense) to install and execute one copy of the Application, in executable object code format only, solely on Supported Mobile Platforms (or via the Website) and solely for your use of the Services.

4.6 Scope of License

This license granted to you for the App by Us is limited to a non-transferable license to use the App on any Supported Mobile Platforms and / or Supported Browser Versions as applicable that You own or control and as permitted pursuant to this Agreement. This license does not allow You to use the App on any Device that You or a User does not own or control, and except as provided in the Usage Rules, You may not distribute the App.

4.7 Restrictions

The rights granted to You in this Agreement are subject to the following restrictions:

- (a) You shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the App or make the App available to any third party;
- (b) You shall not modify, copy, make derivative works of, disassemble, reverse compile or reverse engineer any part of the App or support others' attempts, to circumvent, reverse engineer, decrypt, break or otherwise alter or interfere with the App;
- (c) You shall not access the App in order to build a similar or competitive product or service;
- (d) except as expressly stated herein, no part of the App may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means;
- (e) Any future release, update, or other addition to functionality of the App provided by Us (if any) shall be subject to the terms of this Agreement unless We expressly states otherwise;
- (f) You shall preserve all copyright and other proprietary rights notices on the App and all copies thereof;
- (g) If You sell your Device to a third party, you must remove the App from the Device before doing so;
- (h) You agree that We shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service and or App that use it any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or Your Users relating to the Service or App and hereby waive any claim to copyright of those ideas;
- (i) The terms of this license will govern any upgrades provided by Us that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

4.8 Consent to Use of Data

You agree that We may collect and use technical data and related information—including but not limited to technical information about Your Device, system and App software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to You (if any) related to the App. We may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide Services or technologies to You.

4.9 Registration of Vehicle

You will only register a Vehicle on the App that is owned by You and in Your current possession. At no time will You register a Vehicle that you have sold or has been stolen prior to the Registration Date.

You acknowledge the App will not act retrospectively, and a User may register a Vehicle that, unknown to them, has been stolen. No alerts will be triggered if Your Vehicle was stolen before the Registration Date.

5. TERMINATION

The license is effective until terminated by You or Us in accordance with this Agreement, whichever occurs sooner. Your rights under this license will terminate automatically without notice from Us if You fail to comply with any terms of this Agreement. Upon termination of the license, you shall cease all use of the App.

6. LIMITATION OF LIABILITY

- (a) To the extent not prohibited by law, in no event shall We be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages for your use of the App, Services or transactions you enter into or losses, arising out of or related to your use or inability to use the App or Services, however caused, providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligence act, omission.
- (b) In no case shall We, our directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the services or for any other claim related in any way to your use of the App or Services, including, but not limited to, any errors or omissions in any content or transaction, or any loss or damage of any kind incurred as a result of the use of any

content (or product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligence act, omission.

- (c) We shall use reasonable efforts to protect information submitted by you in connection with the Services and App, but you agree that your submission of such information is at your sole risk, and we hereby disclaim any and all liability to you for any loss or liability relating to such information in any way providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligence act, omission.
- (d) You agree that, to the maximum extent permitted by law, any and all liability and responsibility of Us to you or any other person under or in connection with this Agreement, or in connection with the Services, the Website/s, or your use of or inability to use the App or the Website is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligence act, omission. Our liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages and consequential and incidental loss. For the avoidance of doubt, we are also not liable or accountable in any way for any User using their Device or the App whilst in control of a Vehicle and Users must ensure they abide by any road laws that apply in the jurisdiction in which they use the App.
- (e) Offroad holds no liability, and makes no representations, in relation to finding a Vehicle that has been stolen.
- (f) Offroad holds no liability to Users that purchase and/or register a stolen vehicle.
- (g) Offroad relies on correct information being provided by users of the App and holds no liability, or makes any representations, in relation to incorrect information provided to it by its users.

7. DISCLAIMER

We and our affiliates make no warranties, express or implied, with respect to content codes, allowances, the Website or the App, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.

You expressly understand and agree that:

- (a) Advertisements appearing on the Website or within the App do not constitute a recommendation or endorsement of the advertised product or service by Us and We are not responsible for any representation made in connection with such advertisements.
- (b) While We have systems in place to reduce the risk of credit card fraud, We are not responsible for protecting You or third parties from credit card fraud.
- (c) We warrant that any and all disputes (and refunds if applicable) which arise as a direct result of an error in the App will be resolved by us in accordance with this Agreement. We shall bear full responsibility for quality, performance, efforts and results to be obtained through the use

of the App. However, no advice or information, whether oral or written, obtained by You from Us or through the services shall create any warranty not expressly made herein.

8. INDEMNIFICATION

8.1 By using the App, You agree to indemnify and hold Us, our directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising:

- (a) out of a material breach of this Agreement; or
- (b) Your use of the App; or
- (c) any action taken by Us as part of our investigation of a suspected violation of this Agreement; or
- (d) as a result of Our finding or decision that a violation of this Agreement has occurred.

8.2 This means that You cannot sue or recover any damages from Us, Our directors, officers, employees, affiliates, agents, contractors, and licensors as a result of our decision to remove or refuse to process any information or content, to warn You, to suspend or terminate your Account, or to take any other action during the investigation of a suspected violation or as a result of Our conclusion that a serious violation of this agreement has occurred.

8.3 You agree to indemnify and hold harmless Us and Our agents, employees, representatives, licensors, affiliates, officers from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable legal fees and court costs) resulting or arising from any third-party claim, providing that such loss or damage has not resulted from the Our breach of this Agreement or Our negligent act or omission in connection with:

- (a) any information You (or anyone accessing the Services using your Account) submit or transmit through the Services; or
- (b) Your use of or access to the Services; or
- (c) Your breach of this Agreement; or
- (d) Your violation of any rights of any third party, or
- (e) Any viruses, Trojan horses, worms, time bombs, cancel bots, spyware or other similar harmful or deleterious programming routines input by You into the App or Webpage.

9. PRIVACY

9.1 Except as otherwise stated in this Agreement, this Agreement and the use of the App and Your details are subject to our Privacy Policy which consists of clause 2.9, 3.8, 4.8 and 9, in addition to any Privacy Policy document sent to You or found on Our website.

9.2 Offroad is not responsible for the loss or theft of any Vehicles.

9.3 Among the types of personal data that this App collects, by itself or through third parties, there are: cookie, usage data and email. The personal data may be provided freely by You, or collected automatically whilst using the App.

9.4 The use of cookies by the App or third party services used by the App serve to identify You and remember Your preferences, for the sole purpose of providing the Services to You.

9.5 You assume responsibility for any personal data of third parties published on the App by You, and You declare you have the right to publish said data, meaning Offroad has no liability to You or the owner of any third-party data.

9.6 Offroad takes all appropriate security measures to safeguard personal data but hold no liability to the misuse of the said data.

9.7 Your personal data may be used for legal purposes by Us in Court or other action if Your conduct has involved improper use of the App.

9.8 You have the right to know, at any time whatsoever, whether Your personal data has been stored and what data is stored.

9.9 The App does not allow for 'do not track' requests.

9.10 Information will be released to third parties if required by law or court order.

9.11 If a vehicle is flagged as stolen, the owner will be notified by the App and is required to notify the relevant authorities. Offroad will not involve itself in any dispute, unless required by law or court order.

9.12 The Privacy Policy may be altered at any time by giving notice to You.

10. GENERAL PROVISIONS

10.1 Changes to Terms and Conditions

We reserve the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the App. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the App will be deemed acceptance thereof.

We may update this Agreement from time to time and any changes will be notified to You via the e-mail address provided by You on registration or via a suitable announcement within the App. The changes will apply to the use of the App after we have given notice. If You do not wish to accept the new Terms and Conditions you should not continue to use the App. If You continue to use the App after the date on which the change comes into effect, Your use of the App indicates Your agreement to be bound by the new Terms and Conditions.

10.2 Partial Invalidity

If any provision of this Agreement becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions which shall continue in full force and effect.

10.3 Governing Law

This Agreement is governed by the laws of Western Australia. You submit to the non-exclusive jurisdiction of the Courts of Western Australia and respective states or territories where accounts are maintained or orders transacted.

10.4 Entire agreement

This Agreement supersedes all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of this Agreement.

Appendix A - Supported Platforms

The following minimum Supported Browsers and Supported Mobile Devices (save for Android Devices) have been tested for use with the App and Website and the software versions as noted below is, in our opinion, compatible with the App. As these devices and their software are capable of being updated, We give no guarantee that the App will be compatible immediately, or at all with any new updates you install on your computer or Supported Mobile Device.

Supported Browsers

- Internet Explorer version 6+
- Firefox version 3+
- Apple Safari version 5+
- Google Chrome version 20+

Recommended browsers: Google Chrome, Apple Safari, Firefox

App - Supported Mobile Devices

- Apple iPhone 3GS, 4, 4S, 5, 5S (iOS 6.0+), 6 (iOS 8.1+) and 7
- Apple iPod Touch 4th generations (iOS 6.0+)
- Android Devices with version 2.3 or greater**

Recommended devices: Apple iPhone 5, 5s, 6; Samsung Galaxy S5, S6 generations

**NB: We do not guarantee that the App will work successfully on all Android Devices due to the array of Android Devices and configurations.