

# Website Terms and Conditions

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## Terms and Conditions

By browsing, accessing or otherwise using this website or any data or content from this website, you agree to be irrevocably and unconditionally bound by these Terms and Conditions.

### 1. Introduction

- 1.1 BYD Australia Pty Ltd (ABN 82166009687) (**BYD Australia**) operates this website, [www.bydautomotive.com.au](http://www.bydautomotive.com.au).
- 1.2 The Terms of Use of this website include these Terms and Conditions, BYD Australia Pty Ltd Privacy Policy and any other terms and conditions that are contained in or are linked to this website including all updated versions of them.
- 1.3 The Terms of Use govern your use of and access to this website.
- 1.4 Please read the Terms of Use carefully. If you do not wish to be bound by the Terms of Use, you should immediately cease using or accessing this website and its associated services.
- 1.5 You acknowledge and agree that you have read and understood the Terms of Use and you agree to be bound by the Terms of Use each time you use or visit this website.
- 1.6 BYD Australia Pty Ltd will use this website to, amongst other things, publish information regarding services that we provide across all our practice areas. The published information is a guide only and does not constitute legal advice. Should you require legal advice, please contact one of our directors or partners.

### 2. Copyright, trade marks and ownership of rights

- 2.1 The copyright, trade marks and other intellectual property rights contained within this website are owned by or licensed to BYD Australia Pty Ltd and unless prior written consent is given by BYD Australia Pty Ltd, the use or misuse of them is prohibited.

### 3. Security

- 3.1 The transmission of information over the internet via websites or electronic mail (**emails**) is not entirely secure, virus free or error free.
- 3.2 If you liaise with BYD Australia Pty Ltd via one of these methods, you acknowledge that any information submitted by or to you may not be secure, virus free or error free. You should use your own discretion in deciding what information you send to BYD Australia Pty Ltd via these means.
- 3.3 Emails received and sent by BYD Australia Pty Ltd undergo email filtering and virus scanning, including by third party contractors. We do not warrant that the filters and scanning mechanisms used by BYD Australia Pty Ltd will be effective in removing viruses and other potentially harmful code.

### 4. No Warranty

- 4.1 BYD Australia Pty Ltd and its contractors are responsible for maintaining this website and all publications, content, data or the like uploaded on this website and make no warranty as to the accuracy or reliability of the information contained therein. This extends to any content, data or information generated or uploaded to this website by or on behalf of BYD Australia Pty Ltd and/or any third party and/or any user or subscriber to this website.
- 4.2 The content, data or information generated or uploaded to this website by or on behalf of BYD Australia Pty Ltd and/or any third party and/or any user or subscriber to this website is not and does not constitute any form of professional, financial or legal advice nor should it be relied upon as professional, financial or legal advice. If you require any such advice, please consult a qualified person.

- 4.3 BYD Australia Pty Ltd, its associated entities, related entities, officers and employees are not liable or responsible for any loss or damage which may be caused to any recipient by directly or indirectly relying on anything contained in or omitted from this website or any information or data contained therein.
- 4.4 You acknowledge that you access this website at your sole and absolute risk and by accessing this website you expressly and irrevocably release BYD Australia Pty Ltd from any and all liability which may accrue as a direct or indirect result of your access to this website and reliance upon any data or information therein.

## **5. Use of electronic addresses**

- 5.1 BYD Australia Pty Ltd may from time to time, publish the email addresses of our employees on this website for business purposes only. Any such publication does not constitute BYD Australia Pty Ltd consent to our employees receiving unsolicited emails not directly related to their role.

## **6. Restrictions**

- 6.1 By browsing, accessing or otherwise using this website, you warrant and agree that you must not and will not:
- (a) use any device, software, hardware, process or any other technology of any means to access, retrieve, scrape or index this website or any information, content or data contained therein;
  - (b) interfere with the operation of this website by any means, through any technology or through any third party;
  - (c) cause excessive and burdensome internet traffic to this website or BYD Australia Pty Ltd infrastructure;
  - (d) use any data, information or content of this website to compete with BYD Australia Pty Ltd in any capacity whatsoever, whether by website or otherwise;
  - (e) violate any proprietary rights, property rights, copyrights, privacy or intellectual property rights of BYD Australia Pty Ltd or any other person;
  - (f) violate these Terms and Conditions or any New South Wales or Australian law, regulation, requirement or code of conduct;
  - (g) solicit any unauthorised financial benefit from any other user of this website; and
  - (h) copy, reproduce, retransmit, create derivative works, sell or display or in any way exploit this website without the prior express written authorisation of BYD Australia Pty Ltd.
- 6.2 You acknowledge that if you fail to adhere to the restrictions set out in clause 6.1.1 above, BYD Australia Pty Ltd may proceed with any of the following actions against you:
- (a) reporting your conduct to Australian or New South Wales regulatory officials such as the New South Wales Police Force or the Australian Federal Police;
  - (b) institute technological barriers however BYD Australia Pty Ltd deems necessary;
  - (c) commence Court proceedings seeking damages from you; or
  - (d) commence Court proceedings seeking injunctive and/or declaratory relief against you.
- 6.3 You must indemnify BYD Australia Pty Ltd and its related and/or associated entities from any loss suffered as a direct or indirect result of your contravention of clause 6.1 including but not limited to damages, costs, legal expenses, disbursements, fees, charges and the like.

## 7. Copying of Data

- 7.1 This clause is subject to the *Copyright Act 1968* (Cth) and nothing in this clause is intended to affect or alter the operation of the *Copyright Act 1968* (Cth). In the event of an inconsistency between this clause and the *Copyright Act 1968* (Cth), the *Copyright Act 1968* (Cth) shall prevail to the extent of that inconsistency.
- 7.2 All content included on this website, including but not limited to data, information, content, material, text, images, audio, videos, logos, button icons, is the intellectual property of BYD Australia Pty Ltd, its associated entities or related entities or its third-party content suppliers. Use of this website does not transfer any intellectual property rights or copyrights to the user or subscriber.
- 7.3 BYD Australia Pty Ltd grants users and subscribers of this website revocable permission to download copyright material on this website for their own personal use provided that such use is non-commercial and not to obtain any financial benefit whilst excluding BYD Australia Pty Ltd.
- 7.4 You must not reproduce, copy or alter information, data or content contained on this website without the prior express written authority of BYD Australia Pty Ltd.

## 8. Third Party Content

- 8.1 You acknowledge that this website may from time to time contain information, data and content uploaded by third parties (**Third-Party Content**).
- 8.2 BYD Australia Pty Ltd does not in any way monitor the Third-Party Content on this website and makes no warranty as to the accuracy of such Third-Party Content. For that purpose, BYD Australia Pty Ltd is not liable or responsible for any matters pertaining from the Third-Party Content, whether directly or indirectly.
- 8.3 You rely upon Third-Party Content on this website at your sole and absolute risk and you acknowledge that BYD Australia Pty Ltd makes no express or implied representations as to the Third-Party Content or the accuracy thereof.
- 8.4 You are responsible for making your own independent enquiries in respect of the Third-Party Content on this website. You acknowledge that the Third-Party Content does not necessarily represent the view of BYD Australia Pty Ltd.
- 8.5 You release and hold harmless BYD Australia Pty Ltd from any and all liability arising from any Third-Party Content on this website.

## 9. Advertising and Linking

- 9.1 BYD Australia Pty Ltd is entitled to, in its sole and absolute discretion, upload and include advertisements and links to third party material and other third-party websites on this website.
- 9.2 Such third-party material and third-party websites are not part of this website and are not controlled by BYD Australia Pty Ltd by any means whatsoever. BYD Australia Pty Ltd makes no warranty or express or implied representations as to the accuracy, currency, suitability or reliability of the third-party material and third-party websites or any information, data or material contained therein.
- 9.3 You acknowledge that you access such third-party material and third-party websites at your sole and absolute risk. For that purpose, BYD Australia Pty Ltd is not liable or responsible for any matters or liability pertaining from the third party material and third party websites and you agree to release BYD Australia Pty Ltd from such liability.

## 10. Uploading Data

- 10.1 By subscribing to BYD Australia Pty Ltd, you may be entitled from time to time to upload material, information, data, content, text, images, video, audio or the like with the approval of BYD Australia Pty Ltd (**uploaded data**). BYD Australia Pty Ltd may reject any request by you to upload any uploaded data to this website in its sole and absolute discretion.
- 10.2 You expressly warrant that the uploaded data is not:
- (a) in contravention of any law, regulation, code of conduct or requirement imposed by any authority;
  - (b) in contravention of copyright or the intellectual property rights of any third party;
  - (c) misleading or deceptive;
  - (d) inappropriate noting the purpose of this website;
  - (e) materially incorrect;
  - (f) obscene;
  - (g) offensive;
  - (h) defamatory;
  - (i) maliciously false;
  - (j) unlawful;
  - (k) corrupt;
  - (l) likely to damage the reputation of BYD Australia Pty Ltd and its related and associated entities; or
  - (m) likely to damage or adversely affect the operation of this website.
- 10.3 You expressly warrant that the uploaded data is:
- (a) owned and controlled by you, including any rights in the uploaded data;
  - (b) able to be lawfully displayed by BYD Australia Pty Ltd on this website; and
  - (c) lawfully obtained by you, including obtainment of all necessary licences, rights, consents and permissions required to use the uploaded data.
- 10.4 In the event that you contravene clauses 10.2 and/or 10.3, you agree and acknowledge that:
- (a) BYD Australia Pty Ltd may remove, alter, delete or disable the uploaded data in its sole and absolute discretion;
  - (b) you indemnify BYD Australia Pty Ltd and its related and associated entities from any loss suffered as a direct or indirect result of your contravention of clause 10.2 and/or 10.3 including but not limited to damages, costs, legal expenses, disbursements, fees, charges and the like;
  - (c) You grant BYD Australia Pty Ltd a global, royalty-free, perpetual, transferable and irrevocable licence to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and display your uploaded data through any medium, whether currently in existence or not;
  - (d) BYD Australia Pty Ltd is not liable to you for any loss which may be occasioned by use of your uploaded data by a website user. You acknowledge that you upload data to this website at your sole and absolute risk.

## **11. Warranties**

11.1 You expressly warrant that:

- (a) you agree to be irrevocably and unconditionally bound by these Terms and Conditions; and
- (b) your use of this website is conditional upon compliance with these Terms and Conditions.

## **12. General Indemnity**

- 12.1 It is an essential term of these Terms and Conditions that you must indemnify BYD Australia Pty Ltd, its related and associated entities, its officers and its employees for any loss or damage arising out of, whether directly or indirectly, your use of and access to this website and any contravention of these Terms and Conditions.
- 12.2 The indemnity provided in clause 12.1 is a continuing indemnity and continues notwithstanding your cessation of use of this website.

## **13. Cookies**

- 13.1 We may use cookies to identify your computer on our server and so we can track your use of this website. In some instances, cookies may collect and store personal information about you. In the event this occurs, BYD Australia Pty Ltd shall only use your personal information in accordance with our Privacy Policy.

## **14. Privacy**

- 14.1 Any personal information we collect about you via this website or otherwise will only be used and disclosed by BYD Australia Pty Ltd in accordance with our Privacy Policy.

## **15. Disclaimer**

- 15.1 No term or condition of these Terms and Conditions has the effect of replacing, overriding, or otherwise removing, your statutory rights.

## **16. Amendments or Variations**

- 16.1 BYD Australia Pty Ltd may, from time to time, make changes to these Terms and Conditions or to specific functions of this website, without notice to you. It is your responsibility to monitor these Terms and Conditions from time to time to ensure that you remain compliant with what is required from you when using this website or otherwise. Changes to these terms and conditions will be effective immediately upon publishing on this website.

## **17. Severability**

- 17.1 If any term or condition of these Terms and Conditions are deemed invalid, void, or unenforceable for any reason whatsoever, that term or condition will be deemed severable and will not affect the overall validity and enforceability of the remainder of the Terms and Conditions.

**18. Termination**

- 18.1 BYD Australia Pty Ltd reserves its right to terminate or suspend your access to the website, and shall not be required to provide you with any reasons why it has suspended or terminated your access. However, generally, such suspension or termination will only occur if you are found to be in serious violation of any of these Terms and Conditions.

**19. Governing Law**

- 19.1 You irrevocably agree that by using this website and subsequently, your acceptance of these Terms and Conditions, that these Terms and Conditions are governed by and construed in accordance with the laws of New South Wales and Australia.
- 19.2 You agree, to submit to the non-exclusive jurisdiction of the Courts of New South Wales and Australia

