

TERMS AND CONDITIONS

Enquire Me Pty Ltd Website, Enquire Me Panel and Mobile App

1. Introduction

These Website Terms and Conditions written on this webpage shall manage your use of this website, the EnquireMe Panel System and mobile app. These Terms will be applied fully and affect to your use of this Website, EnquireMe Panel System and mobile app. By using this Website, EnquireMe Panel System and mobile app, you agreed to accept all terms and conditions written in here. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions.

2. Intellectual Property Rights

Other than the content you own, under these Terms, and/or its licensors own all the intellectual property rights and materials contained in this Website remain the property of Enquire Me Pty Ltd. In the case of this EnquireMe System being cancelled, removed or terminated by any party will automatically result in the termination of any feeds to any 3rd parties immediately and removal of any EnquireMe Intellectual Property including plugins, widgets, app access and logins.

You are granted limited license only for purposes of viewing the material contained on this Website.

3. Restrictions

You are specifically restricted from all of the following

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website, software or app material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website and/or Enquire Me Pty Ltd;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;

- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you and Enquire Me Pty Ltd may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID, password, login or dealer code you may have is confidential and you must maintain confidentiality as well.

4. Your Content

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video, images, ads or other material you choose to display on through the EnquireMe system. By displaying Your Content, you grant Enquire Me Pty Ltd a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media and third party websites.

Your Content must be your own and must not be invading any third-party’s rights. Enquire Me Pty Ltd reserves the right to remove any of Your Content from this Website, the EnquireMe Panel System and mobile app at any time without notice.

5. No warranties

This Website, the EnquireMe Panel System and mobile app is provided “as is,” with all faults, and Enquire Me Pty Ltd express no representations or warranties, of any kind related to this Website, the EnquireMe Panel System and mobile app or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

6. Limitation of liability

In no event shall Enquire Me Pty Ltd, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this website, the EnquireMe Panel System and mobile app whether such liability is under contract. Enquire Me Pty Ltd, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website, the EnquireMe Panel System or mobile app.

7. Indemnification

You hereby indemnify to the fullest extent Enquire Me Pty Ltd from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

8. Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

9. **Variation of Terms** Enquire Me Pty Ltd is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

10. **Assignment**

Enquire Me Pty Ltd is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

11. **Entire Agreement**

These Terms constitute the entire agreement between Enquire Me Pty Ltd and you in relation to your use of this Website, and supersede all prior agreements and understandings.

12. **Governing Law & Jurisdiction**

These Terms will be governed by and interpreted in accordance with the laws of the State of Queensland, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Australia for the resolution of any disputes.

13. **Non-Payment and/or late payments**

Any non-payment of Enquire Me Pty Ltd monthly fee and or works exceeding 14 days from date of invoice will result in the suspension/s of services this may include one or all of the Enquire Me Pty Ltd services including feeds, website hosting, DNS, email, logins and CRM. Enquire Me Pty Ltd reserves the right to terminate any services at any time.

14. **Feed/s**

Enquire Me Pty Ltd is in no way held liable for any feed failures, late synchronization or third party systems, Enquire Me Pty Ltd will do its best to ensure all feed/s are in satisfactory working order and attempt to fix any issues that may arise within a timely manner.