



WEBSITE TERMS OF USE

These Website Terms of Use govern your use of aceittransport.au and of our online booking portal. They are separate from the Aceit Customer Terms, which govern the carriage of goods.

1. About these terms of use

- 1.1 These terms of use apply to your access to and use of aceittransport.au, of any page or subdomain of it, and of our online booking portal at services.aceittransport.au (the Portal), together the Site.
- 1.2 By using the Site you agree to these terms of use. If you do not agree, you must not use the Site.
- 1.3 In these terms of use, we, us and our means Aceit Transport Solutions Pty Ltd (ACN 109 953 746) and Aceit Logistics Pty Ltd (ACN 654 038 338), and you and your means the person using the Site.
- 1.4 These terms of use govern your use of the Site only. If you book a carriage through the Site, the Aceit Customer Terms govern that carriage. If there is any inconsistency between these terms of use and the Aceit Customer Terms in relation to a carriage, the Aceit Customer Terms prevail.
- 1.5 We may change these terms of use by publishing the changed terms on the Site. A change that materially affects your rights takes effect 30 days after it is published, and does not affect a booking you have already made. Any other change takes effect when it is published. Please check these terms of use each time you use the Site.

2. Using the Site

- 2.1 You may use the Site to obtain information about our services, to request a quotation, to make and track bookings, and for any other purpose we make available.
- 2.2 You must not:
 - 2.2.1 use the Site for any unlawful purpose, or in breach of these terms of use;
 - 2.2.2 interfere with or disrupt the Site, or any server or network connected to it;
 - 2.2.3 attempt to gain unauthorised access to the Site, to any account, or to any system or data;
 - 2.2.4 introduce any virus, malicious code or other harmful material to the Site;
 - 2.2.5 use any robot, spider, scraper or other automated means to access the Site or to extract data from it, except for a search engine indexing the Site in the ordinary way;
 - 2.2.6 copy, reproduce, republish, frame, sell or exploit any part of the Site except as these terms of use allow; or
 - 2.2.7 use the Site in a way that damages or is likely to damage our reputation or the reputation of any other person.
- 2.3 We may suspend, restrict or end your access to the Site if we reasonably consider that you have breached these terms of use, or that suspension is necessary to protect the Site or another user. We will tell you before we do so where it is practicable, and otherwise as soon as practicable afterwards.

3. Accounts and passwords

- 3.1 Some parts of the Site require an account. You must give us accurate information when you register, and you must keep that information current.
- 3.2 You are responsible for keeping your account credentials confidential, and you are responsible for all activity carried out through your account.
- 3.3 You must tell us promptly if you become aware of any unauthorised use of your account.
- 3.4 We may cancel or suspend an account at any time.

4. Bookings made through the Site

- 4.1 A booking made through the Site is an offer by you to engage us on the Aceit Customer Terms. A booking is accepted only when we accept it.
- 4.2 You are responsible for the accuracy of all information you enter, including consignment details, dimensions, weight, dangerous goods classification and delivery instructions. We may rely on that information without verifying it.
- 4.3 The price shown to you at the time of booking includes GST and the fuel levy applying at that time.
- 4.4 Tracking information, estimated transit times and delivery windows shown on the Site are estimates only and are not a promise that goods will be delivered at a particular time.

5. Our intellectual property

- 5.1 We own, or are licensed to use, all intellectual property rights in the Site, including its text, graphics, layout, logos, trade marks, software and databases.
- 5.2 You may view the Site, and print or download extracts from it, for your own internal business use. You must not otherwise use, copy, adapt or distribute any part of the Site without our written consent.
- 5.3 The Aceit name and logo are our trade marks. You must not use them without our written consent.

6. Material you provide

- 6.1 You must not upload or send through the Site any material that is unlawful, misleading, defamatory, offensive, or that infringes the rights of any person.
- 6.2 You grant us a non exclusive, royalty free licence to use, copy and store any material you upload or send through the Site, for the purpose of providing our services and operating the Site.
- 6.3 You warrant that you have the right to grant that licence.

7. Third party links and services

- 7.1 The Site may contain links to websites and services operated by other people, including our claims administrator.
- 7.2 We do not control those websites and services and we are not responsible for them or for their content. A link is not an endorsement.
- 7.3 Your use of a third party website or service is governed by that person's terms and privacy policy, not by these terms of use.

8. Availability of the Site

- 8.1 We try to keep the Site available, but we do not promise that it will be available at all times, that it will be free of errors or interruptions, or that it will be free of viruses or other harmful material.
- 8.2 We may change, suspend or withdraw all or part of the Site at any time. Where we plan an interruption to the Portal, we will use reasonable efforts to tell you in advance.
- 8.3 You are responsible for making your own arrangements to protect your systems and data, including by using appropriate virus protection.

9. Liability

- 9.1 Nothing in these terms of use excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.
- 9.2 Where our liability for a failure to comply with a consumer guarantee in relation to the Site cannot be excluded, and the services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability is limited, at our option, to supplying the services again or to paying the cost of having the services supplied again.
- 9.3 Subject to clauses 9.1 and 9.2, we are not liable for any loss or damage arising from your use of the Site or from your inability to use it, including loss of data, loss of profit and any indirect or consequential loss, however arising and whether in contract, tort or otherwise.
- 9.4 Information on the Site is general in nature and is provided for convenience. It is not advice and should not be relied on as advice. You should make your own enquiries before acting on it.
- 9.5 Our liability in relation to a carriage is governed by the Aceit Customer Terms and not by this clause.

10. Privacy and cookies

- 10.1 We handle personal information in accordance with our Privacy Policy, which is available on the Site.
- 10.2 The Site uses cookies and similar technologies. Our marketing pages will operate if you refuse cookies. The Portal uses cookies to log you in, and you will not be able to use the Portal if you refuse them.
- 10.3 We use Google Analytics to understand how the Site is used, and the Meta pixel to measure and target our advertising. Those technologies collect information about your device, your internet protocol address and your activity on the Site, and they send that information to Google and to Meta. Google and Meta may hold and process that information outside Australia, and may use it to build a profile of you and to show you advertising on their own platforms.
- 10.4 When you first visit the Site we ask which of these technologies you accept. You may change your choice at any time using the cookie settings on the Site. If you do not accept analytics and advertising technologies, we will not use them in relation to your visit, and the marketing pages will still work.
- 10.5 You may also opt out of Google Analytics using the browser add on that Google publishes, and you may manage advertising preferences in your Meta account settings.
- 10.6 Our Privacy Policy explains what we collect through the Site, who we disclose it to, and how you may access or correct it or make a complaint.

11. General

- 11.1 These terms of use are governed by the law of South Australia. You submit to the non exclusive jurisdiction of the courts of South Australia and of the courts that hear appeals from them.
- 11.2 If any provision of these terms of use is void, illegal or unenforceable, that provision is severed and the remaining provisions continue to apply.
- 11.3 Our failure to exercise a right under these terms of use is not a waiver of that right.
- 11.4 You may contact us about these terms of use at 21 Holden Street, Hindmarsh SA 5007, by telephone on 1300 731 770, or by email at admin@aceittransport.au.