



EdgeGuides Terms and Conditions

Welcome to EdgeGuides, a community designed for users to share off-the-beaten-path travel tips and experiences!

1 Our Disclosures

Our complete terms and conditions are contained below, but please note that our liability under these Terms is limited to \$100, and we will not be liable for Consequential Loss, any loss that is a result of a Third Party Service, or any loss or corruption of data. Nothing in these terms limit your rights under the Australian Consumer Law.

2 Introduction

- 2.1 These terms and conditions (**Terms**) are entered into between Emily Louise Edge T/A EdgeGuides ABN 24 482 332 895 (**we, us or our**) and you, together the **Parties** and each a **Party**.
- 2.2 We provide a cloud-based, software as a service platform where users can share tips on travel locations off the beaten path (**Platform**).
- 2.3 In these Terms, **you** means the person or entity registered with us as an Account holder.

3 Acceptance and Platform Licence

- 3.1 You accept these Terms by accepting these Terms on the Platform.
- 3.2 We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment and it adversely affects your rights, you may cancel your Account with effect from the date of the change in these Terms by providing written notice to us. If you cancel your Account, you will no longer be able to use the Platform on and from the date of cancellation.
- 3.3 We may use Google Maps, including Google Maps API(s). Your use of third party APIs may be subject to their terms of use.
- 3.4 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 3.5 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
 - (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
 - (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
 - (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
 - (e) facilitating or assisting a third party to do any of the above acts.

4 EdgeGuides Services

- 4.1 In consideration for your use of the Platform, we agree to provide you with access to the Platform, which will allow you to interact with other users on the Platform by:
 - (a) creating a profile and username;
 - (b) creating guides and tips for pinned locations for other users to see and share (**Pins**); and
 - (c) browsing, favouriting, sharing and rating the Pins of other users.
- 4.2 From time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
- 4.3 Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform, you must place a request via email. We will endeavour to respond to any support requests in a reasonable period.
- 4.4 You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, cloud storage providers, CRM systems, and internet providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.
- 4.5 You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform.

4.6 To the maximum extent permitted by law, we shall have no Liability to you for any loss or corruption of data, or any scheduled or emergency maintenance that causes the Platform to be unavailable.

5 Accounts

5.1 You must register on the Platform and create an account (**Account**) to access the Platform's features.

5.2 You must provide basic information when registering for an Account including your contact name, age and email address and you must choose a username and password, and answer some introductory questions about your travel style.

5.3 All personal information you provide to us will be treated in accordance with our Privacy Policy.

5.4 You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer or provide it to others.

5.5 You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details. You agree to immediately notify us of any unauthorised use of your Account.

5.6 You acknowledge and agree that any Pins and Reviews created by you are publicly available to all users on the Platform and may be shared outside of the Platform by other users until the relevant Account is removed or terminated.

5.7 When you create an Account, you will have the option to link your other social media accounts.

6 Your Data

6.1 You own all data, information, guides, reviews or content you upload into the Platform (**Your Data**).

6.2 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data to:

(a) communicate with you (including to send you information we believe may be of interest to you);

(b) supply the Platform to you and otherwise perform our obligations under these Terms;

(c) diagnose problems with the Platform;

(d) enhance and otherwise modify the Platform;

(e) perform Analytics;

(f) develop other services, provided we de-identify Your Data; and

(g) as reasonably required to perform our obligations under these Terms.

6.3 You agree that you are solely responsible for all of Your Data that you make available on or through the Platform. You represent and warrant that:

(a) Your Data will not be objectionable, abusive, obscene, explicit, illegal, defamatory, offensive, threatening, or otherwise harmful to any person;

(b) Your Data will not contain violence or depictions of violence (including graphical or animated violence, and including sexual violence);

(c) Your Data will not contain signs, gestures, or actions (including via emoticons, videos, sounds or GIFs) that are discriminatory, racially vilifying, intimidating, inciteful, hateful, vulgar, obscene, pornographic or sexually suggestive;

(d) Your Data will not contain profanity, abuse or aggressive language, whether in English or in any other language;

(e) Your Data will not contain the personal contact details or confidential information of any person without their prior written consent;

(f) Your Data will not contain any form of advertising that is unsuitable for minors, including tobacco, or alcohol advertising;

(g) Your Data will not contain any website links or URLs, include those that show content that would contravene these Terms;

(h) you are either the sole and exclusive owner of Your Data or you have all rights, licences, consents and releases that are necessary to grant to us the rights in Your Data (as contemplated by these Terms); and

(i) neither Your Data nor the posting, uploading, publication, submission or transmission of Your Data or our use of Your Data on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

6.4 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Platform, in an aggregated and anonymised format (**Analytics**). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own internal business purposes, provided that the Analytics do not contain any identifying information.

6.5 We do not endorse or approve, and are not responsible for, any of Your Data.

6.6 If you breach this clause 6, we may:

- (a) block or remove Your Data that contravenes this clause;
- (b) notify any relevant government or regulatory body, including the Office of eSafety Commissioner, including providing them with any personal information that you have provided to us; or
- (c) terminate your Account in accordance with 12.

6.7 This clause will survive the termination or expiry of these Terms.

7 Reviews

7.1 You may rate other Pins provided by other users out of 5 (**Review**).

7.2 Reviews can be viewed by any user and will remain viewable until the relevant Account is removed or terminated.

7.3 You agree to provide true, fair and accurate information in your Review. If we consider that the Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review or ban you from posting the Review. We do not undertake to review each Review. To the maximum extent permitted by law, we are not responsible for the content of any Reviews.

7.4 You are encouraged to be factual in your Reviews.

7.5 This clause will survive the termination or expiry of these Terms.

8 Our Intellectual Property

8.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.

8.2 We authorise you to use Our Intellectual Property solely for your personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Our Intellectual Property on your personal device, and you may not use Our Intellectual Property for any commercial purpose.

8.3 You must not, without our prior written consent:

- (a) copy, in whole or in part, any of Our Intellectual Property;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

8.4 Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:

- (a) you do not assert that you are the owner of Our Intellectual Property;
- (b) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
- (c) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
- (d) you comply with all other terms of these Terms.

8.5 This clause will survive the termination or expiry of these Terms.

9 Warranties

9.1 You represent, warrant and agree that:

- (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
- (b) there are no legal restrictions preventing you from entering into these Terms; and
- (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete.

10 Australian Consumer Law

10.1 Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010 (Cth)*, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Platform by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).

10.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.

10.3 Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the Platform) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.

10.4 This clause will survive the termination or expiry of these Terms.

11 Liability

11.1 Despite anything to the contrary, to the maximum extent permitted by law:

(a) neither Party will be liable for Consequential Loss;

(b) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and

(c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to \$100.

11.2 This clause will survive the termination or expiry of these Terms.

12 Termination

12.1 **Cancellation of Accounts:** You may cancel your Account at any time by notifying us via 'cancel my account' feature in your Account. Your cancellation will immediately take effect.

12.2 An Account will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party.

12.3 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach. This includes where your Content has repeatedly received reviews below 3.

12.4 Upon expiry or termination of your Account we will remove your access to the Platform and your Account will be deleted.

12.5 Termination of an Account will not affect any rights or liabilities that a Party has accrued under these Terms.

12.6 This clause will survive the termination or expiry of these Terms.

13 General

13.1 **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

13.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

13.3 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

13.4 **Entire Terms:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

13.5 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notifies the other party in writing about the Force Majeure Event and the extent to which it is unable to perform its obligations and uses reasonable endeavours to minimize the duration and adverse consequences of the Force Majeure Event.

13.6 **Governing law:** These Terms are governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

13.7 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

13.8 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.

13.9 **Publicity:** With your prior written consent, you agree that we may advertise or publicise the fact that you are a user of our Platform, including on our website or in our promotional material.

13.10 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

13.11 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a

third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

14 Definitions

- 14.1 **Consequential Loss** means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into these Terms as the probable results of the relevant breach, act or omission, and/or, any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data.
- 14.2 **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control.
- 14.3 **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.
- 14.4 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

For any questions or notices, please contact us at:

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