



EdgeGuides: Terms and Conditions

AGREEMENT

- 1.1 These terms and conditions (“**Terms and Conditions**”), together with our [Privacy Policy](#), apply to your use of the EdgeGuides website located at <https://www.edgeguides.com.au> (“**Website**”).
- 1.2 By browsing or using the Website, you agree to these Terms and Conditions, together with our Privacy Policy (collectively, the “**Agreement**”).
- 1.3 If you do not agree with the terms of the Agreement, you must not access, browse or use this Website.

DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement:

“**Account**” is defined in clause 3.1;

“**Agreement**” is defined in clause 1.2;

“**EdgeGuides for Organisations**” is defined in our EdgeGuides for Organisations terms and conditions, linked [here](#);

“**EdgeGuides Map**” is defined in clause 6.2;

“**Indemnified Parties**” is defined in clause 10.1;

“**Intellectual Property Rights**” means all present and future intellectual or industrial property rights (whether or not registered) throughout the world, including, without limitation, in respect of patents, copyright, moral rights, trade names, trade marks, logos, systems, circuit layout, designs, software, plant breeder’s rights, domain names, trade secrets and confidential information;

“**Material**” means any information, data, source codes, drawings, content, text or images in any form (whether visible or not), audio recordings, video recordings, lists, sound, video, links, layout, look and feel, control features and interfaces contained on the Website, or otherwise displayed, uploaded or published on, or via, the Website;

“**Member**” is defined in clause 3.1;

“**Member Profile**” is defined in clause 6.2;

“**Minor**” means a person under the age of eighteen (18);

“**Password**” is defined in clause 3.1;

“**Pin**” is defined in clause 6.2;

“**Privacy Policy**” means the EdgeGuides privacy policy linked at clause 1.1;

“**Registration Data**” means information provided by you to us for the purposes of your registration to access certain sections of the Website including, but not limited to, your first name, your last name and your email address;

“**Review**” is defined in clause 6.2;

“**We**”, “**our**” and “**us**” means EdgeGuides Op Co Pty Ltd (ACN 666 952 450);

“**Website**” has the meaning in clause 1.1;

“**you**” or “**your**” means the person or entity accessing, using or relying upon the Website; and

“**Your Content**” is defined in clause 8.3.

- 2.2 Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to any act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, to persons includes all bodies and associations both corporate and incorporated and vice versa. Paragraph headings are for reference purposes only and all references to clauses are to clauses in this Agreement unless otherwise specified.

CREATING AN ACCOUNT

- 3.1 To access certain content on the Website, you must become a member of the Website (“**Member**”).
- 3.2 To become a Member, you must open a membership account with us (“**Account**”) by providing us with Registration Data and nominating a password (“**Password**”). Registration is free.
- 3.3 If you do not provide accurate and complete details, we may not be able to activate your membership.
- 3.4 You must keep your Account details up to date at all times and your Password confidential and secure.
- 3.5 You may not use one email address to register for multiple Accounts and you must not hold more than one Account at the same time. We reserve the right to refuse registration requests in our sole discretion.
- 3.6 You have sole responsibility for any activity that occurs on or via your Account. You must notify us immediately if you become aware of any security breach or any unauthorised use of your Password or Account.
- 3.7 You warrant and represent that your access to, or use of, the Website is not unlawful or prohibited by any laws which apply to you. You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.
- 3.8 In our absolute discretion, we may terminate your Account, disable your Account or restrict your access to the Website (temporarily or permanently) where you have breached the Agreement or for any reasonable reason and at any time. Under these circumstances, you may be prevented from accessing all or parts of the Website, your Account details or any other content associated with your Account. We will not be liable to you or any third party if this occurs. We may impose limits or restrictions on the use you may make of the Website. Further, we may, for any reason, at any time and without notice to you, withdraw the Website, or change or remove Website functionality.

LINKS TO THIRD PARTY WEBSITES

- 4.1 The Website may contain links to third party websites. Any links to such websites provided on the Website are for convenience only. We do not represent that we have any relationship with any linked websites nor recommend or endorse any goods, services or third party content appearing on, or via, other websites linked to this Website. We are not responsible for any loss or damage that may arise from your access to, and/or use of, third party websites, products and services. Additionally, we are not responsible for the content or privacy practices associated with

linked websites. You should make your own enquiries before using and/or accessing third party websites.

YOUR OBLIGATIONS

- 5.1 You agree not to:
- (a) attempt to gain unauthorised access to another Member's Account, hardware, software, servers or networks connected to our Website by any means whatsoever;
 - (b) use our Website to develop a product or service that is similar or competing to that of EdgeGuides;
 - (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public materials to our Website;
 - (d) copy, modify or create any derivative work of our Website; or
 - (e) disrupt, overburden, or aid or assist in the disruption or overburdening of:
 - (i) any hardware, software or server used to offer or support our Website; or
 - (ii) the enjoyment of our Website by any other Member or person.
- 5.2 Without limiting this Agreement, you agree not to use our Website for any of the following:
- (a) to engage in any inappropriate, obscene, offensive, indecent, racial, anti-national, defamatory, abusive or unlawful conduct;
 - (b) to harass, stalk, threaten or otherwise violate any legal rights of any other person;
 - (c) to collect, store, upload, post, publish, reproduce, transmit, distribute or disseminate:
 - (i) inappropriate, obscene, offensive, indecent, racial, anti-national, defamatory, abusive or unlawful content;
 - (ii) files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's electronic device or us;
 - (iii) content regarding services, products, surveys, contests, spam, unsolicited advertising or promotional materials;
 - (iv) personal information about, or otherwise belonging to, other Members;
 - (d) to download any file, recompile, reverse-engineer or disassemble or otherwise affect our Website;
 - (e) to impersonate any person or entity; or
 - (f) bring us into disrepute.
- 5.3 You may not use the Website other than for its intended purpose. You agree that you will not engage in any activity that interferes with or disrupts the Website or the servers and networks that host the Website. You agree not to, circumvent, disable or otherwise interfere with security-related features of the Website or attempt to do so or otherwise interfere with, or restrict, any person or visitor from accessing or using the Website.
- 5.4 Unless otherwise expressly stipulated in this Agreement, you must not copy, adapt, distribute, display, reproduce or transmit any content displayed or published on the Website.
- 5.5 You must take your own precautions to ensure that the telecommunications equipment and computer systems used by you to access and use the Website do not expose your telecommunications equipment and computer systems to any viruses, malicious computer code or other forms of interference which may damage your computer system. We accept no

responsibility for any loss or damage to you or anyone else which may arise out of, or in connection with, your access to, and use of, the Website.

OVERVIEW OF WEBSITE

- 6.1 We are a community-based platform that provides information on events, location attractions, food and drink, markets, recreational activities, accommodation and nature off the beaten path.
- 6.2 As a Member, you will be able to:
- (a) access our interactive map of Australia where you can explore and view pins (each a “**Pin**”) created by other users (“**EdgeGuides Map**”), under the following categories:
 - (i) Food and drink;
 - (ii) Nature;
 - (iii) Recreation;
 - (iv) Events;
 - (v) Points of interest;
 - (vi) Markets;
 - (vii) Where to stay;
 - (viii) On the road;
 - (ix) Toilets; and
 - (x) Pets;
 - (b) create a unique profile with details such as your name, a username, a profile picture and links to your social media account(s) (e.g. Facebook and Instagram) (“**Member Profile**”);
 - (c) submit your own Pins to the EdgeGuides Map containing information for other users to see and share;
 - (d) refer a friend to the website by inputting their email address;
 - (e) browse, favourite and share Pins created by other users;
 - (f) review Pins created by other users by providing a rating out of 5, publishing a review, and uploading images (“**Review**”); and
 - (g) share Pins.
- 6.3 As a Member, you have certain additional responsibilities. These include ensuring that:
- (a) your profile image is clear (if you choose to upload one to your Member Profile), and not of another person that is not yourself;
 - (b) all information supplied by you in any Pin or Review is true, accurate, current, complete, unbiased, honest, and compliant with this Agreement; and
 - (c) ensuring that you have the right to upload images to your Pin or Review, and that doing so does not infringe on any Intellectual Property Rights.
- 6.4 We do not edit, control, screen, or verify Pins or Reviews uploaded to the Website. We nonetheless reserve the right and have absolute and sole discretion to remove or restrict without notice any Pin or Review you post to the Website at any time and for any reason.
- 6.5 We cannot guarantee the accuracy, completeness, or relevance of the information on this Website. In some circumstances, such as during natural disasters, the Website’s information may be unreliable. Therefore, it is essential to verify information from this Website with other sources, including official emergency services and weather forecasts.

LEGAL CAPACITY

- 7.1 You must be eighteen (18) years of age or over to use or access the Website. If you are under the age of 18 years (a “**Minor**”), you must immediately cease accessing and using the Website unless you have permission from a parent or guardian to create an Account in accordance with

clause 7.3.

- 7.2 Your continued use of the Website is an acknowledgement by you that:
- (a) you are over the age of eighteen (18) years, or have obtained the relevant permission from a parent or guardian to create an Account;
 - (b) you accept the Agreement and agree that you have entered into a binding legal contract with us in relation to the Agreement.
- 7.3 If you are a parent or guardian permitting a Minor to create an Account, you agree to:
- (a) exercise supervision over the Minor's use of the Website;
 - (b) assume all risks associated with use of the Website as outlined in the Agreement;
 - (c) ensure that all content and information that the Minor may encounter on the Website is suitable and appropriate for the Minor;
 - (d) assume all liabilities resulting from the Minor's use of the Website and their Account;
 - (e) ensure the accuracy and truthfulness of all information submitted by the Minor;
 - (f) provide the consents contained in this Agreement on behalf of the Minor.
- 7.4 We may, at any time, request written confirmation from a parent or guardian that you have permission to access and use the Website.
- 7.5 We reserve the right to take legal action and/or seek compensation for any loss or damage we may suffer as a result of, or in connection with, the use of the Website by a Minor.

INTELLECTUAL PROPERTY

- 8.1 You acknowledge that we or our licensors are the owners of all Intellectual Property Rights in the Website and in all Material published on the Website, and we retain all rights, title and interest in the Website and Material (including Intellectual Property Rights contained therein) irrespective of any licence we may grant to you to access, and use, the Website.
- 8.2 You may access and use the Website (including Intellectual Property Rights contained therein) for your personal and non-commercial use only. You must not in any form or by any means reproduce, modify, distribute, store, transmit, publish, use or display the Material on another website or create derivative works from any part of the Website or the Material or commercialise any information obtained from any part of the Website or Material without our prior written consent.
- 8.3 By uploading, posting, transmitting or otherwise making available any content or material via the Website ("**Your Content**"), you:
- (a) grant to us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable and sub-licensable licence to use, publish, reproduce and otherwise exploit Your Content in any form for any purpose and unconditionally waive any moral rights that you might have in respect of Your Content; and
 - (b) represent and warrant that you either own the Intellectual Property Rights in Your Content or have the necessary permission to upload, post, transmit or otherwise make available Your Content via the Website.
- 8.4 We reserve the right to terminate any licence granted to you under the Agreement and/or remove any of Your Content from the Website, at any time, for any reason and without notice to you.

- 8.5 You agree that you will not modify or copy the layout or appearance of the Website nor any computer software or code contained in the Website, and that you will not decompile, disassemble, reverse engineer or otherwise attempt to discover, interfere with or access any source code related to the Website.

LINKING TO THE WEBSITE

- 9.1 You must not establish a link to the Website in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 9.2 You must not establish a link to the Website from any website that is not owned by you.
- 9.3 This Website must not be framed on any other website, and you must not create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission at any time without written notice.

INDEMNITY

- 10.1 You agree to indemnify us and our officers, directors, employers or contractors (collectively, the “**Indemnified Parties**”) and to keep indemnified and hold harmless the Indemnified from and against any and all actions, claims, demands, losses, damages, taxes, liabilities, costs and/or expenses that may be incurred by, or sustained by, the Indemnified arising out of, or in connection with, your access to, and use of, the Materials, the Website, or any breach by you of the Agreement.

LIABILITY

- 11.1 To the fullest extent permitted by law, we disclaim and exclude all:
- (a) conditions, guarantees or warranties expressed or implied by law; and
 - (b) any liability to you however arising (and whether arising under statute, negligence or otherwise) for any personal injury or death to you or any third person, or for any special, direct, indirect or consequential loss or damage (including, but not limited to, loss of income or revenue, loss or interruption of business, loss of profits, revenue or contracts, loss of anticipated savings, loss of data, loss of use, loss of privacy or loss of goodwill),
- arising directly, indirectly, out of, or in connection with, access and/or use of the Material or the Website, and the Agreement.
- 11.2 In addition to clause 11.1, and for the avoidance of doubt, we take no responsibility and assume no liability for any content posted, stored, transmitted or uploaded to the Website by you or any third parties.
- 11.3 Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any Material, product, service, link or information in our Website or as to their correctness, suitability, accuracy, reliability, or otherwise. It is your sole responsibility and not our responsibility to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.
- 11.4 Without limiting the generality of the foregoing, you agree that in no event shall our maximum aggregate liability exceed \$50; the equivalent of the supplying of our products or services to you

again; or the payment of the cost of having the products or services supplied and/or delivered to you again. You acknowledge and agree that the limitations of liability contained in this clause are a fair and reasonable allocation of the commercial risk between the parties.

- 11.5 To the maximum extent permitted by law, all typographical, clerical or other errors or omissions in information issued by us will be subject to correction without any liability on our part.

AUSTRALIAN CONSUMER LAW

- 12.1 Nothing contained in the Agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the Competition and Consumer Act 2010 (Cth) or any other national, state or territory legislation where to do so is unlawful.

PRIVACY

- 13.1 We are committed to protecting your privacy and personal information. Please see our Privacy Policy for further details about our practices relating to the collection, use, disclosure and storage of your personal information.

EXCLUSION OF COMPETITORS

- 14.1 If you are in the business of creating similar Materials, products or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of us. We expressly exclude and do not permit you to use or access our Website, to download any Material or obtain any such Material through a third party. If you breach this term then we will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. We reserve the right to exclude and deny any person access to our Website, Material, products, services or information at our sole discretion.

GENERAL

- 15.1 With the exception of Users (as defined in the EdgeGuides for Organisations terms and conditions), this Agreement represents the whole agreement between you and us concerning your use and access to the Website and your use and access to the documents and information on it. No other term is to be included in this Agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory in Australia. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.
- 15.2 Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these Terms and Conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed



exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these Terms and Conditions.

- 15.3 We reserve the right to make changes to this Agreement without notice to you. Any amendments to this Agreement will have immediate effect from the time that they are published on the Website.
- 15.4 Although we do our best to provide the most up to date information on the Website as this becomes available, we cannot warrant the accuracy or completeness of the information provided.
- 15.5 Any provision of the Agreement which is void or unenforceable may be severed from the Agreement without affecting the enforceability of other provisions.
- 15.6 A failure or delay by us to exercise a power or right under the Agreement does not operate as a waiver of that power or right, and the exercise of a power or right by us does not preclude our future ability to exercise that or any other power or right.
- 15.7 The Agreement is governed by, and must be construed according to, the law of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts in that State.