

WEBSITE TERMS OF USE

1 Terms of Use

- 1.1 The website located at www.projectmatka.com (**Website**) is owned and operated by Project Matka Pty Ltd ACN 652 661 615 (**Project Matka**).
- 1.2 By using the Website, you agree to be bound by the terms and conditions set out below (**Terms of Use**).
- 1.3 In the Terms of Use, a reference to "we", "our" or "us" is a reference to Project Matka.
- 1.4 A reference to "you" or "your" in the Terms of Use is a reference to any person accessing, viewing or using the Website.
- 1.5 The Terms of Use also incorporate and include the following:
 - (a) Project Matka Terms and Conditions www.projectmatka.com/booking-terms-and-conditions; and
 - (b) Project Matka Privacy Policy www.projectmatka.com/your-privacy.

2 Use of the Website

- 2.1 The Website provides travel information and bookings for tours to Australia, New Zealand and the Pacific Islands. (**Services**).
- 2.2 Subject to obtaining our prior written consent for any other use, you may only use the Website for your personal, non-commercial use.
- 2.3 You may access the Website at any time, unless we have restricted access to perform necessary maintenance, updates or upgrades. Your ability to access the Website will otherwise depend on factors outside our control and we do not accept any responsibility for those factors such as the quality of your internet connection, the type of computer or mobile device used to access the Website, or your software.
- 2.4 You acknowledge that you have no rights in, or to, the Website or technology used to support the Website, other than the right to use the Website in accordance with the Terms of Use.

3 Account

You warrant and agree that:

- (a) all information you provide us will be accurate and complete;
- (b) you are responsible for any error, omission or cost arising from a failure or delay to provide all information requested by us;
- (c) you will keep the information you provide confidential and secure, and ensure there is no unauthorised access to any account you hold with us; and
- (d) you will be solely responsible for all use of the Services and purchases made through any account you hold with us.

4 Australian Consumer Laws

- 4.1 Our promotion of Services is only an invitation to treat and does not constitute an offer to sell or guarantee the availability of any Service.
- 4.2 Under applicable State, Territory and Commonwealth law(s) (including, without limitation, the *Competition and Consumer Act 2010* (Cth)), certain statutory expressed and implied guarantees and warranties may be implied into the Terms of Use (**Non-Excluded Guarantees**). Nothing in the Terms of Use purports to modify or exclude the Non-Excluded Guarantees.
- 4.3 To the maximum extent permitted at law, our liability and that of our officers, employees, agents, contractors, service providers, successors or assigns, for a failure to comply with a NonExcluded Guarantee, is limited to, at our option:
 - (a) resupplying the Services; or
 - (b) the cancellation of the Services and refund of any amounts paid.

- 4.4 In circumstances where the Non-Excluded Guarantees do not apply, we and our officers, employees, agents, contractors, service providers, successors or assigns exclude liability for any loss or damage whatsoever (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages) you may suffer arising out of, or in any way related to use of the Services.
- 4.5 You acknowledge that you do not rely on the skill or judgment of us when deciding whether or not the Services are fit for any particular purpose.

5 Limitations on Use

By accessing and using the Website you warrant and agree that you will not:

- (a) use the Website for any other purpose than provided under the Terms of Use;
- (b) use the Website for any commercial purpose without our prior written consent;
- (c) copy, transmit, distribute, reproduce, licence, alter, reverse engineer, adapt or modify the whole or any part of the Website in any way whatsoever;
- (d) hide, deface, alter or delete any copyright symbol, trade mark or other proprietary rights notice;
- (e) use the Website for any activity which is obscene, indecent, offensive or defamatory;
- (f) hack into, change or otherwise knowingly transmit a virus or otherwise damage the Website or any information contained within it;
- (g) tamper with, hinder the operation of or make unauthorised modifications to the Website;
- (h) use the Website with an incompatible or unauthorised device;
- (i) upload onto the Website any material, or use the Website in any way which:
 - (i) infringes the intellectual property rights of any person; or
 - (ii) is unlawful or violates any law;
- (j) breach any other terms of the Terms of Use or our Privacy Policy.

6 Technical Information and Security

- 6.1 The transmission of data over the internet and/or cellular network is not always secure. Although we endeavour to secure the Website, you access the Website at your own risk, and we accept no responsibility for any interference, loss, damage, or disruption to your computer or mobile device or otherwise which arises in connection with your use of the Website.
- 6.2 You acknowledge that it is your responsibility to:
- (a) implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output; and
 - (b) ensure that whatever you select for your use on the Website is free of viruses or anything else that may interfere with or damage the operations of your computer or mobile device.

6.3 We do not warrant that functions available on the Website will be uninterrupted or error free, free of viruses or programming bugs or interferences due to factors outside our control.

7 Third Party Websites and Applications

- 7.1 The Website may contain links to websites and applications owned and operated by third parties. We are not responsible for the operation, security levels, content or any other aspect of any third party websites and mobile applications.
- 7.2 Links to third party websites and mobile applications are provided solely for your convenience and do not indicate our endorsement or affiliation of them or their products and services.
- 7.3 We make no representations or warranties and are not liable for:
- (a) the content or accuracy of any information contained in linked websites and applications and third party websites and applications; and
 - (b) any loss or damage suffered as a result of access to, or use of, these third party websites and mobile applications, or the reliance on the information contained within.

7.4 You must make your own enquires as to the suitability of the content of third party websites and applications and the goods and services available for sale on them.

7.5 Third party websites and applications may be governed by their own terms and conditions (including their privacy policy), which will apply to your use and acquisition of their products or services. Accordingly, we strongly recommend that you read their terms and conditions.

8 Email Notifications

8.1 When you provide us your email address you agree to us sending you communications via email (**Email Notifications**). You may choose to stop receiving Email Notifications at any time by clicking the “unsubscribe” or “opt out” link at the bottom of our Email Notifications.

8.2 If you do not opt-out from Email Notifications we may send emails to your nominated email address and you acknowledge and consent to receipt of those Email Notifications.

9 Suspension or Termination

9.1 We reserve the right to suspend or terminate your access to the Website and any account you hold with us at our sole discretion if we believe there has been a breach of the Terms of Use.

9.2 In the above instances, we will endeavour to notify you of the breach and ways in which you can remedy it.

9.3 Should you fail to remedy the breach within a reasonable time, you must immediately cease to use the Website and access any account you hold with us.

9.4 We reserve the right to cease operating the Website at any time, without notice, and to terminate this agreement under the Terms of Use.

9.5 You have the right to terminate this agreement under the Terms of Use by ceasing to use the Website.

10 Intellectual Property

10.1 The Website contains intellectual property including trade marks, confidential information and copyright, together with any goodwill or reputation and intellectual property rights subsisting in those things.

10.2 You should assume that any intellectual property in the Website is owned by us or third parties and unless permitted by law, you must not:

- (a) adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of the Website; or
- (b) commercialise any information, products or services obtained from any part of the Website without our prior written consent.

11 Exclusion of Warranties

11.1 While we endeavour to ensure the accuracy and completeness of the information contained on the Website, that information may contain errors and omissions and is subject to change.

11.2 To the maximum extent permitted at law, we make no representations or warranties of any kind, express or implied, in relation to the content, accuracy, completeness, suitability, accessibility, security or reliability of:

- (a) any material and/or information on the Website;
- (b) the performance and availability of the Website;
- (c) the loss, damage or corruption of any data or other material as a result of the use of the Website.

11.3 Where liability cannot be excluded, any warranty by us in relation to the use of the Website or its contents is limited as provided under the Competition and Consumer Act 2010 (Cth).

11.4 We make no warranties or guarantees that the use of the Website will achieve your desired outcome.

12 Limitation of Liability

- 12.1 To the maximum extent permitted at law, we and our committee of management, officers, employees, agents, contractors, service providers, successors or assigns exclude liability for any loss or damage whatsoever (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages) you may suffer arising out of, or in any way related to:
- (a) the use of, or reliance on, any of the information or material on the Website;
 - (b) the use of other third party linked websites or applications;
 - (c) the unauthorised access of any account you hold with us;
 - (d) the suspension, termination or interruption of the Website in whole or in part for whatever reason;
 - (e) the loss of profits, loss of opportunity, business interruption or loss or corruption of data or information from the use of the Website.
- 12.2 Where liability cannot be excluded, any liability incurred by us in relation to the use of the Website or its contents is limited as provided under the *Competition and Consumer Act 2010* (Cth).
- 12.3 You indemnify and agree to keep us indemnified against any loss or damage or costs incurred by us in connection with any breach of the Terms of Use or of any other legal obligation by you or your use of, or conduct on, the Website.

13 Privacy

You acknowledge that information about you, including information provided when creating an account will be held by us in accordance with our Privacy Policy available at www.projectmatka.com/your-privacy.

14 General

- 14.1 We reserve the right to amend, modify, add, delete and make corrections to the Terms of Use at any time and such amendment will be effective immediately upon appearing on the Website. Please ensure that you review the Terms of Use regularly as your continued use of the Website will be deemed acceptance to any variation of the Terms of Use.
- 14.2 If any part of the Terms of Use is determined to be illegal, invalid or otherwise unenforceable or void that part shall be severed to the extent necessary and the remainder of the Terms of Use shall continue in full force and effect.
- 14.3 No waiver of any breach of the Terms of Use will be construed as a waiver of any other breach of the Terms of Use.
- 14.4 The Terms of Use are governed by and construed in accordance with the laws of the State of Victoria, Australia and any claim made by either party against the other which in any way arises out of the Terms of Use will be heard in Victoria and you agree to submit to the jurisdiction of those courts.
- 14.5 For further information on using the Website, please contact us at contact@projectmatka.com