

VYRO

WEBSITE TERMS AND CONDITIONS

1 INTRODUCTION

Welcome to Vyro!

VYRO PTY LTD ABN 98 653 976 099 (“**Vyro**” “**our**”, “**we**”, or “**us**”) owns and operates the Vyro website.

And you are you!

You agree to be bound by these terms and conditions of use when using our Website (defined below).

If you do not agree to these terms and conditions, you must stop using the Website.

These terms and conditions do not affect any other contractual obligations you may have with us, and you must enter into additional contracts for the purchase of vehicles.

What are these terms about?

These terms and Conditions (**Terms**) apply when you use this website, being <https://www.vyro.com.au> and any other websites we operate with the same domain name and a different extension (“**Website**”).

These terms also apply when you purchase goods and services through this Website, including vehicles.

When we talk about “**Ancillary Services**” we are referring to any third party service that requires Vyro to acquire goods and services supplied by a third party on your behalf, including but not limited to, financing and trade-ins.

If you're looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it [here](#).

I've returned to your Website, do I need to read these Terms again?

Once you place an order, the Terms accepted at the point of sale will apply to your purchase of those goods and services. However, please note that we may change any part of these Terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website or purchase goods and services. You can check the date at the top of this page to see when we last updated these Terms.

2 DISCLAIMER

- (a) (**Accuracy of Information**) We often rely on third parties, including manufacturers, to supply vehicle imagery, prices, descriptions and links and we rely on them to provide accurate information. However, we cannot guarantee the accuracy, quality or the details of information provided by third parties. Whilst we require them to provide accurate and up to date information, this is not 100%, and sometimes there may be different models or makes available on the website than what you ordered. There may also be data update issues that lead to delays in us providing accurate information to you which is out of our control. If you believe any information is incorrect, or not up to date please notify us via email.
- (b) (**Not financial advice**) Any information on our website does not constitute financial advice and you should consider whether it is appropriate to your circumstances before you act in reliance on it. Any opinions, forecasts, estimations or recommendations reflect the judgement of Vyro, and (where applicable) any third parties, as at the date of publication and may change later without notice. Vyro does not provide legal, accounting, finance, professional or other advice or services. No person should act on any information provided before they have formed their own opinion through investigation and research as to the suitability of the information for their circumstances.

- (c) Laws and regulations relating to car purchasing and financial advice are complex. We recommend obtaining professional advice, including professional financial advice, before you sign up to any of our services on the Website, or if you are unsure about anything in our Website, including but not limited to Government incentives.

3 THIRD PARTIES

3.1 THIRD PARTY CONTENT

The Website may contain text, images, data and other content provided by a third party (**Third Party Content**). We're not responsible for any of this Third Party Content and we make no representation or warranty about the quality, suitability, accuracy, reliability, currency or completeness of any Third Party Content.

3.2 THIRD PARTY LINKS

The Website may also contain links to websites operated by third parties (**Third Party Links**). Third Party Links are provided for convenience and may not remain current or be maintained. We do not endorse and are not responsible for Third Party Links and have no control over or rights in linked websites.

3.3 THIRD PARTY TERMS AND CONDITIONS

By using the Website, or any other third party service, you acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply (including app store providers such as Apple and Google, financing, delivery and any other Ancillary Services available through the Website).

You agree to any Third Party Terms applicable to any third party goods and services, and Vyro will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

4 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the prior express consent of Vyro;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing goods or services;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Vyro, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

5 POSTED MATERIALS

5.1 WARRANTIES

By providing or posting any information, materials or other content on the Website, our social media and any other affiliate pages/addresses (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is not “passing off” of any product or service and does not constitute unfair competition;
- (f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Website or any network or system; and
- (h) the Posted Material does not breach or infringe any applicable laws.

5.2 LICENCE

- (a) You grant to Vyro a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for Vyro to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release Vyro from any and all claims that you could assert against Vyro by virtue of any such moral rights.
- (c) You indemnify Vyro against all damages, losses, costs and expenses incurred by Vyro arising out of any third party claim that your Posted Material infringes any third party’s Intellectual Property Rights.

5.3 REMOVAL

- (a) Vyro acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, Vyro may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Website) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material

6 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents or representatives who use or access the Website comply with the Terms and any applicable laws

7 INFORMATION ON THE WEBSITE AND SERVICE LIMITATIONS

While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) represent, warrant or guarantee that:

- (a) the Website will be free from errors or defects;
- (b) the Website will be accessible at all times;
- (c) messages sent through the Website will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Website will be secure or confidential; or
- (e) any information provided through the Website is accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

8 INTELLECTUAL PROPERTY

- (a) Vyro retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Vyro or as permitted by law.

9 LOCATION OF SERVICES

Vyro controls the operation of the Website from headquarters located in Australia. Some Website or parts thereof may be operated from, or hosted on mirrors or servers, at various locations outside of Australia.

We make no representation or warranty that all of the features of the Website will be available to you outside of Australia or that they are permitted to be accessed outside Australia.

You're solely responsible for your decision to use the Website from other locations and you acknowledge that such use may be subject to, and you are responsible for, compliance with applicable local laws in relation to your use of the Website.

10 SECURITY

Vyro does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

11 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

12 LIABILITY

We make no warranties or representations about this Website or any of its content and will not be responsible to you or any third party for any direct or consequential loss suffered in connection with the use of this Website. To the maximum extent permitted by law, we exclude any liability that may arise due to your use of our Website and/or the information or materials contained on it. You agree to indemnify us for any loss or liability arising out of your use of this Website.

13 GENERAL

13.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

13.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

13.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

13.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

13.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

13.6 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

13.7 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word “includes” and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) **(currency)** a reference to \$, or “dollar”, is to Australian currency, unless otherwise agreed in writing.