

## **WEBSITE TERMS AND CONDITIONS**

By accessing and using the Website/s (<https://www.tfmoto.au/> and <https://www.buccimoto.au/>), owned and operated by TF Moto Pty Ltd. (the "Company"), You agree to be bound by the terms and conditions set forth below. If you do not agree to be bound by this Agreement, or if you need more time to review and consider this Agreement, please leave the Website immediately. The Company only agrees to provide the use of the Website and Services to you if you assent to this Agreement.

### **1. Intellectual Property**

The Website, including all content features on the Website including all text, graphics, images, logos, trademarks, and the link (the "Content"), and Services provided by the Company are the property of the Company. You agree that the company owns all rights, titles, interest in, and to the content and that you will not use the Content for any unlawful or infringing purpose.

Subject to this Agreement, the Company grants you a non-exclusive, limited, transferrable, and revocable license to use the Content solely in connection with your use of the Website and Services. The Content may not be used for any other purpose, and this license terminates upon your cessation of the use of the Website or Services or at the termination of this Agreement.

You agree not to reproduce or distribute the Content in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from the Company.

### **2. Third Party Links**

You acknowledge the Company may, from time to time, include links or references to other websites, other content, or other materials ("Third Party Links"), none of which are controlled by the Company.

Third Party Links are provided for your information only, and the Company does not make any representations, warranties, or guarantees as to the accuracy, completeness, performance, reliability, timeliness, quality, or suitability for a particular purpose of these Third-Party Links. We do not endorse, approve, or support these Third-Party Links.

You use the Third-Party Links at your own risk.

### **3. Sale of Goods/Services**

We may sell Goods or allow third parties to sell goods or services on the Website/s. If this occurs, then some specific exclusions of liability will apply, as described in the "Exclusion of Liability" Clause. Please refer to our additional terms and conditions of sale of goods.

#### **4. Exclusion of Liability**

The Website/s and its Content are provided for general information only and may change at any time without prior notice. You accept and acknowledge that the Website/s, Service, Goods, or Services may contain mistakes, errors, and inaccuracies. Your use of the Website/s, Content, and information or documentations that the Company may provide to you in connection with your use of the Goods, Services, or Products including documentation, data, and information developed by the Company, and other materials which may assist in your use of Goods and Services or Website/s (collectively, the "Materials"), is entirely at your risk. It is your responsibility to make sure that any Goods, Services, Materials, Content, or other information available through the Website or Service suits your particular purpose.

Neither the Company, or any third parties provide any guarantees or warranties regarding the accuracy, completeness, performance, reliability, timeliness, quality, merchantability, safety, legality, or suitability for a particular purpose of the Website/s, Goods, or Services.

To the maximum extent permitted by law, the Company hereby excludes any liability in relation to loss of data, interruption, to the Company's business, or any damages which are incidental to, or arise from such loss of data, or interruption of business.

To the maximum extent of law, the Company will not be liable for any damage, loss, cost, or expense including legal costs and expenses, whether direct or indirect, incurred by you in connection with your use of the Website, Goods, or Services.

#### **5. Payment, Shipping, and Delivery**

When purchasing a Product, you also agree to provide us with your full name, email address, valid shipping address, contact details and payment information. The Company reserves the right to reject or cancel an order for any reason, including errors or omissions in the information that you provide us. If the Company does so after payment has been processed, the Company will issue a refund to you in the amount of the purchase price. The Company may also request additional information from you prior to confirming a sale, and the Company reserves the right to place any additional restrictions on the sale of any of the Company's Products. You agree to ensure payment for any items you may purchase from the Company, and you acknowledge and affirm that prices are subject to change. You agree to monitor your method of payment.

For shipping and return concerns please refer to our Shipping Policy and Return Policy. The Company takes no responsibility for Products that are lost or damaged during delivery. If Goods are damaged during delivery, please Contact Us using the details at the end of this Agreement. The Company may choose in the Company's sole discretion whether or not to replace Goods which are lost or damaged during delivery.

## **6. Privacy**

The Company takes our responsibilities to protect your Personal Data very seriously. We are very committed to protecting your right to privacy. Please refer to our Privacy Policy for further information about the information we collect, how we use it and store it, and your rights in relation to it.

## **7. Cookies**

The Company uses cookies to make your overall experience on our Website better. Please refer to our Cookies Policy for further information about the cookies we use.

## **8. Indemnity**

By visiting, creating an account, logging in, and/or accessing our Website, you agree to indemnify, defend and hold harmless the Company from and against any loss, cost, or damage, of any kind.

## **9. Spam Policy**

You are strictly prohibited from using the Website or any of the Company's Services for spam activities including gathering email address and personal information from others or sending any mass commercial emails.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

## **11. Applicable Law**

This Agreement shall be governed in all respects by the laws of Australia and any applicable law. Both Parties consent to jurisdiction under the state and federal courts within Australia.

## **12. Severability**

If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

### **13. No Waiver**

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

### **14. Headings**

Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

### **15. Contact Us**

If you have any questions about this Privacy Policy or the way we collect information from you, or if you would like to launch a complaint about anything related to this Privacy Policy, you may contact us at the following email address:

Email Address: [info@tfmoto.au](mailto:info@tfmoto.au)

Email Address: [info@buccimoto.au](mailto:info@buccimoto.au)