

Website Terms and Conditions

Introduction

Thank you for visiting our website. This website is owned and operated by PCMTEC PTY LTD ACN 618 619 613 ('us', 'we' and 'our'). By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our [Privacy Policy](#) (available [here](#)) ('Terms'). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

1 Registration

You may or may not need to be a registered member to make orders and/or access our products which are available at our website. Such details will be clearly expressed on our website if applicable.

When you register and activate your account or apply to make orders and/or access our products, you will provide us with personal information such as your name, email address and telephone number etc. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

When you register and activate your account, we will provide you with a user name and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name (if applicable).

To create an account or apply to make orders and/or access our products, you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the website in accordance with these Terms.

2 Collection Notice

We collect personal information about you in order to provide you with our products and for purposes otherwise set out in our Privacy Policy.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our products to you. We may also disclose your personal information to recipients that are located outside of Australia in circumstances where it is necessary to provide you with our products and as permitted by law.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at:

Email Address admin@pcmtec.com

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

3 Accuracy, completeness and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the

Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

4 Purchases

4.1 Purchase Terms

If you are purchasing our products the terms of this purchase will be governed by separate terms provided to you at the time of the purchase. In the absence of further particular purchase terms provided by us accepted by you, at the time of purchase, you will be notified via our website or ancillary third party purchase site of a one-off payment to download the software for any such products on our website. Following the purchase of the software, you can then elect to purchase individual licenses for each vehicle you use our products with. You will be notified of these costs and need to arrange payment prior to being granted access to the software and/or licence (as the case may be).

4.2 General Statement

In Australia, our goods, services and products come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms purports to modify or exclude the conditions, warranties and undertakings and other legal rights under the Australian Consumer Law and other applicable laws. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the Competition and Consumer Law or the Competition and Consumer Regulation 2010 are expressly excluded where permitted, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.

5 Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

6 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website ('**Content**').

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However we do grant you a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

7 Use and restriction on reverse engineering

This website is for your use and relates to matters of commercial purposes. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website. You may not use this website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website. Further, to the extent permitted by the applicable law (or unless expressly agreed by us in writing), you will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of our Content (collectively, "Reverse Engineering") or permit or induce the foregoing.

8 Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

9 Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

10 Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the

information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

11 Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of South Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in South Australia.