

BUY THAT CAR PTY LTD TERMS AND CONDITIONS

Acceptance of these Terms and Conditions

1. The following Terms and Conditions embody the entire agreement between *Buy That Car Pty Ltd* and its website users as to its subject matter.
2. *Buy That Car Pty Ltd* retain the right to change these Terms and Conditions with these changes taking effect at the time of their release on *Buy That Car Pty Ltd's* website.
3. The website user acknowledges that they are bound by these Terms and Conditions.

Scope of Services

4. *Buy That Car Pty Ltd* is an advertising service.
5. *Buy That Car Pty Ltd* advertises information provided to them by the Dealers, the Finance Providers and the Motor Vehicle Warranty Providers.
6. *Buy that Car Pty Ltd* does not provide advisory services about the suitability and accuracy of any information advertised on *Buy That Car Pty Ltd's* website in relation to the goods and services provided by the Dealers, the Finance Providers and the Motor Vehicle Warranty Providers.
7. The website user acknowledges that *Buy That Car Pty Ltd* does not provide advice about those goods or services advertised.
8. *Buy That Car Pty Ltd* does not provide vehicles, they procure, as an agent of the Dealer, the facilitation of applications for the vehicle.
9. Vehicle inquiries are initially handled by *Buy That Car Pty Ltd*, who pass on the inquiry to the Dealer directly.
10. *Buy That Car Pty Ltd* does not provide financial services, they procure, as an agent of the Finance Providers, the facilitation of applications for finance.
11. Finance inquiries are handled by the Finance Providers.

12. *Buy That Car Pty Ltd* does not provide motor vehicle warranties, they procure, as an agent of the Motor Vehicle Warranty Providers, the facilitation of applications for warranty.

13. Warranty inquiries are handled by the Motor Vehicle Warranty Providers.

14. *Buy That Car Pty Ltd* is not involved in any way with payments made by the website user to the Dealers, the Finance Providers or the Motor Vehicle Warranty Providers for their goods or services.

No Warranty

15. The website user acknowledges that the goods and services advertised on *Buy That Car Pty Ltd's* website are not supplied by *Buy That Car Pty Ltd*, and as such, *Buy That Car Pty Ltd* does not warrant the suitability or accuracy of any information provided in relation to the goods and services advertised. Including, but not limited to, the reliability of any vehicle in any capacity.

16. The website user acknowledges that it is their responsibility to make their own inquiries into the goods and services advertised. Including, but not limited to, inquiries about vehicles such as PPSR checks and mechanical inspections.

17. *Buy That Car Pty Ltd* accepts no responsibility for any claim whatsoever arising from any misinformation advertised on *Buy That Car Pty Ltd's* website.

No Liability

18. The website user expressly acknowledges and hereby accepts that *Buy That Car Pty Ltd* has no liability to the website user for any claim or damage including consequential or indirect damages arising out of or in connection with the goods and services advertised on *Buy That Car Pty Ltd's* website.

Pricing

19. Prices advertised on *Buy That Car Pty Ltd's* website exclude statutory charges.

Disputes

20. The website user agrees not to commence proceedings against *Buy That Car Pty Ltd's* in relation to any dispute arising between the Dealers, the Finance

Providers or the Motor Vehicle Warranty Providers for goods and services they have provided to the website user.

21. The website user and *Buy That Car Pty Ltd* agree not to commence proceedings in relation to any dispute arising in regard to these Terms and Conditions without first having regard to the procedure set out in this clause.

22. Should any dispute or difference arise between the website user and *Buy That Car Pty Ltd* in connection with these Terms and Conditions, then:

- a. The party that alleges they have suffered some loss or damage, or is otherwise aggrieved, shall serve the other party, by email, with a Notice of Dispute in writing adequately identifying and providing details of the dispute.
- b. Within 7 days of receipt of the Notice of Dispute, the parties must meet and take reasonable steps to resolve the dispute.
- c. If the dispute cannot be resolved within 7 days of the meeting between the parties, then the parties agree to submit the dispute to arbitration.
- d. If the dispute remains unresolved 14 days after service of the Notice of Dispute, the dispute must be arbitrated in accordance with this clause.

23. Arbitration shall be effected by a single arbitrator who shall be mutually agreed upon by the parties or, in the event that they fail to agree within 7 days, then the arbitrator shall be the President for the time being of the Victorian Chapter of the Institute of Arbitrators and Mediators Australia ("IAMA") or his appointee.

- a. The parties agree to submit to the arbitration procedures and guidelines adopted by IAMA.
- b. The rules of evidence will not apply strictly to the arbitration, but may be considered by the arbitrator in determining the weight to be attached to each item of evidence.
- c. If the dispute is not resolved within 90 days of service of the Notice of Dispute (or any longer period as agreed to by the parties), either

party who has complied with this clause may end this dispute resolution process by written notice to the other party and immediately thereafter commence court proceedings in relation to this dispute.

Notices

24. Website users' Notices must be sent to the following email address: hello@buythatcar.com.au

25. *Buy That Car Pty Ltd* may serve any Notice pursuant to these Terms and Conditions upon the website user at any email address used by the website user.

Force Majeure

26. *Buy That Car Pty Ltd* will not be liable for any breach of these Terms due to any matter or thing beyond *Buy That Car Pty Ltd's* control. Furthermore, *Buy That Car Pty Ltd* is excused from performing any term, covenant or condition required by the Term during the time and to the extent that performance is prevented when such performance is prevented wholly or in part by circumstances beyond *Buy That Car Pty Ltd's* control.

Governing Law

27. The use of these Terms is governed and is to be construed in accordance with the laws in force in the State of Victoria.

28. These Terms are subject to the exclusive jurisdiction of the courts of Victoria.