



## Terms of Use

This page tells you the terms of use on which you may make use of our driving smartphone application herein known as DrivePoints 'app' available on Android and Apple phones. Also your use of our website [drivepoints.com.au](http://drivepoints.com.au)

Please read these terms of use carefully before you start to use our app. By using our app, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our app.

### 1. Information about us

Urban Analytica Pty Ltd is an Australian company, ACN 626 183 793.

### 2. Your use of our app or website

2.1. You may use our app or website only for lawful purposes. You may not use our app or website:

2.1.1. In any way that breaches any applicable local, national or international law or regulation.

2.1.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

2.1.3. for the purpose of harming or attempting to harm minors in any way.

2.1.4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in paragraph 6.

2.1.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

2.1.6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2.2. You also agree:

2.2.1. Not to reproduce, duplicate copy or re-sell any part of our site in contravention of the provisions of these terms of use.

2.2.2. Not to access without authority, interfere with, damage or disrupt:

2.2.2.1. Any part of our app or website;

2.2.2.2. Any equipment or network on which data collected via your use of app or website is stored;

2.2.2.3. Any software used in the provision of our app or website;

2.2.2.4. Any equipment or network or software owned or used by any third party.

2.3. We may not necessarily monitor any materials posted, transmitted or communicated via your use of the app or website. If you believe that our app or website is in breach of these terms of use please contact us at [support@drivepoints.com.au](mailto:support@drivepoints.com.au)

# Terms of Use

## 3. Accessing and using our app

3.1. Access to our app or website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our app or website without notice (see below). We will not be liable if for any reason our app or website is unavailable at any time or for any period or if at any time any functionality of our app or website is restricted or impaired.

3.2. From time to time, we may restrict access to some parts of our app, or our entire app, or website to users who have downloaded or linked the app.

3.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You must also let us know immediately if you believe that your password is known to someone else or if it may be used in an unauthorised way.

3.4. You are responsible for making all arrangements necessary for you to have access to our app. You are also responsible for ensuring that all persons who access our app through your phone are aware of these terms, and that they comply with them.

3.5 Your device permissions must allow the app to determine the device location by accessing the global positioning system function. Your account may be terminated, suspended or blocked if mock locations are enabled in developer options/settings or the device location has been falsified by manipulating the global positioning system function.

## 4. Intellectual property rights

4.1. We, or our partners, are the owner or the licensee of all intellectual property rights in the app and website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

4.2. You may print off one copy, screen shot, and may download extracts, of any page(s) from our app for your personal reference and you may draw the attention of others to material posted on our app.

4.3. You must not modify the paper or digital copies of any materials you have printed off, scanned, screen shot or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

4.4. Our status (and that of any identified contributors) as the authors of the app must always be acknowledged.

4.5. You must not use our app or website or any part of the materials for commercial purposes without obtaining a licence to do so from us or our licensors.

4.6. If you print off, copy or download any part of our app or website in breach of these terms of use, your right to use our App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 5. Reliance on information

Commentary and other materials posted and information provided to you via your use of our App or Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor or user of our App or Website, or by anyone who may be informed of any of its contents.

# Terms of Use

## 6. Content standards

6.1. These content standards apply to any and all material which you contribute to our app or website ("contributions") and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

6.2. Contributions must:

6.2.1. be accurate (where they state facts);

6.2.2. be genuinely held (where they state opinions);

6.2.3. comply with applicable law in Australia and in any country from which they are posted.

6.3. Contributions must not:

6.3.1. contain any material which is defamatory of any person;

6.3.2. contain any material which is obscene, offensive, hateful or inflammatory;

6.3.3. promote sexually explicit material;

6.3.4. promote violence;

6.3.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

6.3.6. Infringe any copyright, database right or trade mark of any other person;

6.3.7. be likely to deceive any person;

6.3.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

6.3.9. promote any illegal activity;

6.3.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

6.3.11. be likely to harass, upset, embarrass, alarm or annoy any other person;

6.3.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

6.3.13. give the impression that they emanate from us, if this is not the case;

6.3.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## 7. Our app changes regularly

We may change functionality or content of our app at any time. If the need arises, we may suspend access to our app, or close it indefinitely. Any of the material on our app may be out of date at any given time, and we are under no obligation to update such material.

## 8. Our Liability

8.1. The material displayed made available to you via your use of our app or website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law and subject to paragraph 8.2, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

8.1.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

8.1.2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the use, inability to use, or results of the use of our app, or any websites linked to it and any materials made available on our app, including, without limitation any liability for:

## **Terms of Use**

8.1.2.1. loss of income or revenue; 8.1.2.2. loss of business; 8.1.2.3. loss of profits or contracts; 8.1.2.4. loss of anticipated savings; 8.1.2.5. loss of data; 8.1.2.6. loss of goodwill; 8.1.2.7. wasted management or office time; and 8.1.2.8. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

8.2. Notwithstanding any other provision under these terms of use or otherwise our liability for

8.2.1. death or personal injury arising from our negligence

8.2.2. fraudulent misrepresentation or misrepresentation as to a fundamental matter; and

8.2.3. any other liability which cannot be excluded or limited under applicable law shall not be limited or excluded.

### **9. Information about you and your use of our app**

We process information about you in accordance with our Privacy Policy. By using our app, you consent to such processing.

### **10. Uploading material to our app or any linked website**

10.1. Any material you upload to our app or a linked website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to via our app or linked website constitutes a violation of their intellectual property rights, or of their right to privacy.

10.2. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our app or any linked website.

10.3. We have the right to remove any material or posting you make on our app or linked website if, in our opinion, such material does not comply with the content standards set out in paragraph 6

### **11. Viruses, hacking and other offences**

11.1. You must not misuse our app or website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our app, the server on which our app data is stored or any server, computer or database connected to our app, or any server, computer or database on which data collected through your use of our app is stored. You must not attack our app or any linked website via a denial- of-service attack or a distributed denial-of service attack.

11.2. By breaching this provision, you would commit a criminal offence under Australian federal and state legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our app will cease immediately.

11.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your app or computer equipment, computer programs, data or other proprietary material due to your use of our app or to your downloading of any material posted on it, or on any website linked to it.

# Terms of Use

## 12. Linking to websites

12.1. You may provide a link to our website, provided you do so in a way that has been approved by Urban Analytica and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

12.2. You must not establish a link from any of our websites that is not owned by you.

12.3. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in paragraph 6.

12.4. If you wish to make any use of material on our website other than that set out above, please address your request to [support@drivepoints.com](mailto:support@drivepoints.com)

## 13. Links from our App

Where our app or website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 14. Suspension and Termination

14.1. We will determine, in our discretion, whether there has been a breach of these terms of use through your use of our App. When a breach of this policy has occurred, we may take such action as we deem appropriate.

14.2. Failure to comply with these terms of use constitutes a material breach of these terms of use and may result in our taking all or any of the following actions:

14.2.1. Immediate, temporary or permanent withdrawal of your right to use our app;

14.2.2. Immediate, temporary or permanent removal of any posting or material uploaded by you to our app;

14.2.3. Issue of a warning to you;

14.2.4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

14.2.5. Further legal action against you;

14.2.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

14.3. We exclude liability for actions taken in response to breaches of these terms of use. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## 15. Jurisdiction and applicable Law

15.1. The Australian Federal Court, where applicable, and the State of Victoria otherwise will have exclusive jurisdiction over any claim arising from, or related to your use of our app although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

15.2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Australia and in the jurisdiction of the State of Victoria.

## 16. Trade Marks

"DrivePoints" and "EcoPoints" are trade marks of Urban Analytica Pty Ltd.

# Terms of Use

## 17. Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our app.

## 18. Your concerns

If you have any concerns about material which appears on our website or app, please contact [support@drivepoints.com.au](mailto:support@drivepoints.com.au)

Current at 10 April 2024

We reserve the right to update this Terms of Use at any time.