

# Terms and Conditions

## Terms of Use Between User and Onsite Track Easy Pty Ltd

The Onsite Track Easy Contractor Portal is comprised of various web pages owned and operated by Onsite Track Easy Pty Ltd. Onsite Track Easy Contractor Portal is offered to you conditional on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Onsite Track Easy Contractor Portal constitutes your agreement to all such terms, conditions, and notices.

## Modification of these Terms of Use

Onsite Track Easy reserves the right to change the terms, conditions, and notices under which the Onsite Track Easy Contractor Portal is offered.

## No Unlawful or Prohibited Use Liability Disclaimer

The information, software, products, and services included in or available through the Onsite Track Easy Contractor Portal may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Onsite Track Easy and/or its suppliers may make improvements and/or changes in the Onsite Track Easy Contractor Portal at any time. Advice received via the Onsite Track Easy Contractor Portal should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Onsite Track Easy and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Onsite Track Easy Contractor Portal for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Onsite Track Easy and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

As a condition of your use of the Onsite Track Easy Contractor Portal, you warrant to Onsite Track Easy that you will not use the Onsite Track Easy Contractor Portal for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use Onsite Track Easy Contractor Portal in any manner which could damage, disable, overburden, or impair the Onsite Track Easy Contractor Portal or interfere with any other party's use and enjoyment of the Onsite Track Easy Contractor Portal. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Onsite Track Easy Contractor Portal. To the maximum extent permitted by applicable law, in no event shall Onsite Track Easy and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Onsite Track Easy Contractor Portal, with the delay or inability to use the Onsite Track Easy Contractor Portal or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Onsite Track Easy Contractor Portal, or otherwise arising out of the use of the Onsite Track Easy Contractor Portal, whether based on contract, tort, negligence, strict liability or otherwise, even if Onsite Track Easy or any of its suppliers has been advised of the possibility of damages.

Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Onsite Track Easy Contractor Portal, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Onsite Track Easy Contractor Portal.

## Termination/Access Restriction

### General

Use of the Onsite Track Easy Contractor Portal is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Onsite Track Easy as a result of this agreement or use of the Onsite Track Easy Contractor Portal.

To the maximum extent permitted by law, this agreement is governed by the laws of the State of NSW, Australia and you hereby consent to the exclusive jurisdiction and venue of courts in NSW, Australia in all disputes arising out of or relating to the use of the Onsite Track Easy Contractor Portal. Onsite Track Easy reserves the right, in its sole discretion, to terminate your access to the Onsite Track Easy Contractor Portal and the related services or any portion thereof at any time, without notice. Onsite Track Easy's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Onsite Track Easy's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the

Onsite Track Easy Contractor Portal or information provided to or gathered by Onsite Track Easy with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Onsite Track Easy with respect to the Onsite Track Easy Contractor Portal and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Onsite Track Easy with respect to the Onsite Track Easy Contractor Portal.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

## **Online Purchases**

### **Fees Authorisation, Cancellation, Refund and Re-Scheduling Policy**

1. All purchases are final – specifically, Onsite Track Easy does not refund for cancelled applications or failure to present for Australia Post appointments.
3. Onsite Track Easy reserves the right to cancel or block a cardholder based on authorisation from ARTC or other authorised Rail Industry bodies.
4. By providing your payment details through the Onsite Track Easy Contractor Portal, you irrevocably authorise and direct Onsite Track Easy to use those details to deduct all fees payable to Onsite Track Easy by you, including without limitation card registration fees.

## **Copyright and Trademark Notices**

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### **Trademarks**

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