

Vehicle Imports & Exports Australia

Membership Terms and Conditions

Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you become a member are set out below:

- Our privacy policy (on the Platform) which sets out how we will handle your personal information;
- Clause 2.3 (Variations) which sets out how we may amend these Terms;
- Unless your Membership is suspended or terminated in accordance with these Terms, your Membership will roll over on an ongoing basis. If you wish to terminate your Membership, you must provide us with at least 7 days' notice prior to the next Payment Date via email;
- Yearly memberships are non-refundable once paid, even if you cancel your membership before the year is complete;
- You authorise us to direct debit the Fees from you through a third-party payment processor;
- You are automatically entered into our weekly draws as part of your Membership. Details of each weekly draw will be available on our Platform;
- Our liability under these Terms is limited to us repaying you the amount of the Fees paid by you to us during the last 12 months of the term of your Membership, and we will not be liable for Consequential Loss, any loss that is a result of a Third Party Service, or any loss or corruption of data.

Nothing in these terms limit your rights under the Australian Consumer Law.

DISCLAIMER: You acknowledge and agree that the Content is provided for general information purposes only, and on an "as is" basis. The Content is not intended to be, and you must not use the Content on the basis that it is financial or legal advice or individualised advice for your situation. If you choose to make use of any Content, you do so at your own risk. We do not assume any responsibility or liability, and you waive and release us from all responsibility or Liability arising from or connected with your use or reliance on the Content. It is your sole responsibility to determine the suitability of your Content for your situation. Use of our Content is not intended to create, and does not create or give rise to a duty of care between you and us.

1 Introduction

- 1.1 These terms and conditions (**Terms**) are entered into between Vehicle Imports & Exports Australia Pty Ltd (ACN 678 184 033) (**we, us or our**) and you, together the **Parties** and each a **Party**. In these Terms, when we say **you** or **your**, we mean you as an individual if you are accepting these Terms for yourself.
- 1.2 Our Membership provides you with exclusive educational content and resources in relation to vehicle imports and exports (**Content**) as set out in more detail on our website (**Platform**).
- 1.3 The Content is provided for general information purposes only, and on an "as is" basis. The Content is not intended to be, and you must not use the Content on the basis that it is financial or legal advice or individualised advice for your situation.
- 1.4 As part of your Membership, you will be automatically entered into our weekly draws. The terms and conditions for each draw, including prize details, draw dates, and winner notification procedures, will be published on our Platform.

2 Acceptance and Platform Licence

- 2.1 You accept these Terms by checking the box, clicking "I accept" and registering for Membership on the Platform.
- 2.2 You must be at least 16 years old to access Membership.
- 2.3 We may amend these Terms, the Platform or the features of your Membership at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may terminate your Membership in accordance with the "Cancellation of Memberships" clause.
- 2.4 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use the Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 2.5 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
 - (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
 - (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
 - (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
 - (e) facilitating or assisting a third party to do any of the above acts.

3 Membership

- 3.1 In consideration for your payment of the Fees, we agree to provide you with a Membership, which consists of access to our Platform, provision of the Content and automatic entry into our weekly prize draws. No additional purchase is necessary to participate in the draws.
- 3.2 We agree to use our best endeavours to make the Platform available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
- 3.3 Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Membership, you must place a request via the help desk, over the phone or via email. We will endeavour to respond to any support requests in a reasonable period.
- 3.4 You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, cloud storage providers, email clients, CRM systems, and internet providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.
- 3.5 You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform.
- 3.6 To the maximum extent permitted by law, we shall have no Liability to you for any loss or corruption of data, or any scheduled or emergency maintenance that causes the Platform to be unavailable.

Prize Draws

- 3.7 The terms and conditions for each draw, including prize details, draw dates, and winner notification procedures, will be published on our Platform. By accepting these Terms, you agree to comply with the draw terms published on our Platform.
- 3.8 We reserve the right to modify, suspend, or cancel any draw at our discretion, subject to applicable laws and regulations. Any such changes will be communicated on our Platform.

4 Account

- 4.1 You must register on the Platform and create an account (**Account**) to access the Membership.
- 4.2 You must provide basic information when registering for an Account including your contact name and email address.
- 4.3 All personal information you provide to us will be treated in accordance with our Privacy Policy.
- 4.4 You agree to provide and maintain up to date information in your Account.
- 4.5 You are responsible for keeping your Account details confidential and you will be liable for all activity on your Account, including purchases made using your Account details. You agree to immediately notify us of any unauthorised use of your Account.
- 4.6 When you create an Account, you must also select a membership as set out on the Platform (**Membership**).

5 Fees

- 5.1 Once you have created an Account and chosen a Membership, you agree to pay the membership fee set out on the Platform (**Fees**) via direct debit and by the date specified on the Platform (**Payment Date**) to access the Platform and benefit from your Membership. You may choose to pay your Fees on a weekly or yearly basis.
- 5.2 Without limiting your rights under the Australian Consumer Law, you can cancel your Membership at any time in accordance with the "Cancellation of Memberships" clause of these Terms and the cancellation will have effect from expiry of the period for which you have paid the Fees.
- 5.3 The Fees will be automatically direct debited through a third-party provider. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- 5.4 You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- 5.5 We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- 5.6 To the extent permitted by law, the Fees are non-refundable and non-cancellable once paid.
- 5.7 We may need to change what is available as part of your Membership (for example, the inclusions, exclusions, updated features) from time to time. If we change what is available as part of your Membership, we will provide you with 30 days' notice of the change. After 30 days, we will apply the changes to your Membership. If the changes substantially and adversely affect your enjoyment of the Membership, you may cancel your Membership in accordance with the 'Cancellation of Memberships' clause.
- 5.8 We may need to change the Fees from time to time. If we change the Fees, we will provide you with 30 days' notice of the change. After 30 days, we will apply the updated Fee to your Membership. If the updated Fee is not acceptable to you, you may cancel your Membership in accordance with the 'Cancellation of Memberships' clause.

6 Our Intellectual Property

- 6.1 You acknowledge and agree that any Intellectual Property (including copyright and trademarks) or Content (including policies, procedures, templates and guides) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- 6.2 You acknowledge and agree that the Content is provided for general information purposes only, and on an “as is” basis. The Content is not intended to be, and you must not use the Content on the basis that it is financial or legal advice or individualised advice for your situation. If you choose to make use of any Content, you do so at your own risk. We do not assume any responsibility or liability, and you waive and release us from all responsibility or Liability arising from or connected with your use or reliance on the Content. It is your sole responsibility to determine the suitability of your Content for your situation. Use of our Content is not intended to create, and does not create or give rise to a duty of care between you and us.
- 6.3 We authorise you to use Our Intellectual Property solely for your personal use and as contemplated by these Terms. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. Use must be limited to devices that are controlled or approved by you.
- 6.4 You must not, without our prior written consent:
- (a) copy, in whole or in part, any of Our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.
- 6.5 This clause will survive the termination or expiry of your Membership.

7 Consumer Law Rights

- 7.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms.
- 7.2 Subject to your Consumer Law Rights, we do not provide a refund for a change of mind or change in circumstance.
- 7.3 If you accept these Terms, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)).
- 7.4 This clause will survive the termination or expiry of your Membership.

8 Liability

- 8.1 To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:
- (a) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems); or
 - (b) any use of the Membership by a person or entity other than you.
- 8.2 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither we or you are liable for any Consequential Loss;
 - (b) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss;
 - (c) (where the Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and
 - (d) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to the amount of any fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates, and where no Services have been purchased, AU\$1000.
- 8.3 This clause will survive the termination or expiry of your Membership.

9 Termination

- 9.1 **Cancellation of Memberships:** You may request to cancel your Membership at any time by notifying us with at least 7 days' notice prior to the next Payment Date via email or via the 'cancel my membership' feature in your Account. For weekly memberships, your cancellation will take effect from the next Payment Date. For yearly memberships, your cancellation will

take effect at the end of your paid yearly term, and, subject to your Consumer Law Rights you will not be entitled to any refunds.

9.2 If you cancel your Membership because we have changed the Membership inclusions and the change has a substantial and adverse impact on you, or we have changed the Fees, then the termination of the Membership will be immediate, and we will refund you for any Fees that you have paid upfront but have not been used on a pro-rata basis.

9.3 A Membership will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

(a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or

(b) the Defaulting Party is unable to pay its debts as they fall due.

9.4 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.

9.5 Upon expiry or termination of your Membership:

(a) we will remove your access to the Platform and your Account will be deleted;

(b) you agree that other than where termination is due to our breach of these Terms, and to the maximum extent permitted by law, any payments made by you to us (including any Fees) are not refundable to you;

(c) where we terminate your Membership for any reason, you also agree to pay us our reasonable additional costs directly arising from such termination.

9.6 Where termination is due to our breach of these Terms, we agree to refund you for any prepaid unused Fees on a pro-rata basis.

9.7 Termination or expiry of your Membership will also terminate your participation in future draws. However, you will remain eligible for any draws that occur before the effective date of your Membership expiry or termination.

9.8 Termination of a Membership will not affect any rights or liabilities that a Party has accrued under these Terms.

9.9 This clause will survive the termination or expiry of your Membership.

10 General

10.1 **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld). You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

10.2 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

10.3 **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.

10.4 **Governing law:** These Terms are governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

10.5 **Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.

10.6 **Notices:** Any notice you send to us must be sent to the email set out at the beginning of these Terms. Any notice we send to you will be sent to the email address registered against your Account.

10.7 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.

10.8 **Third party sites:** The Content may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Content, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link in the Content (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature, or which (if any) third party links are Affiliate Links.

11 Definitions

11.1 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

- 11.2 **Intellectual Property** means copyright, registered or unregistered designs, patents or trademarks, any domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
- 11.3 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

For any questions or notices, please contact us at:

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