



Accessible travel for everyone - everywhere.

Fax form back to 02 5632 4901 or email to admin@cangoeverywhere.com

1 Business Information

ABN:

Password:

Business Name:

Business Description:

Address 1:

Telephone Number:

Address 2:

Fax Number:

City / Town:

Email:

State:

Contact Person:

Suburb

Website:

Membership Type:

Basic

Silver

Gold

Advertisers Terms and Conditions

The following Terms & Conditions apply to businesses who subscribe to advertising on cangoeverywhere.com and other related websites:

1. DEFINITIONS:

"**Content**" includes all Information to be included or potentially included on cangoeverywhere.com and other related websites and/or the Can Go Everywhere Listings, and derivative works of such (including content submitted and/or generated by users ("User-Generated Content")), including any and all audio, videos, data, images, files, hypertext links, scripts, trademarks, service marks, logos, and other distinctive brand features. Content includes any modifications made to the Content.

"**Registration**" means the registration relating to the Can Go Everywhere Service.

"**Subscription Fee**" means the fee associated with your Can Go Everywhere Service, as set out in your registration.

"**Subscription Period**" means the subscription period of your Can Go Everywhere Service, as set out in your registration.

"Can Go Everywhere Service" means the Website Service and/or the provision of a platform by us that enables you to display advertisements in the form of travel related business listings ("Can Go Everywhere Listing"), and related services.

References throughout this Agreement to "your website" include any website owned or operated by you or to which a Can Go Everywhere Listing links.

2. Business Members Login:

We will make available to you our Business Administration Section which you can use to manage your Can Go Everywhere Service. You will be required to complete the business registration process including a series of self assessment questions. You are required to answer these questions truthfully and accurately you should in no way provide answers that may misrepresent the services you offer. We will provide you with an account username and password. You are responsible for maintaining the confidentiality of the username and password and are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify us of any unauthorized use of your username and password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

3. SUBSCRIPTION FEE:

We will provide the Can Go Everywhere Service to you for the Subscription Period and you must pay the Subscription Fee either at the time of registration or, by arrangement, no later than fourteen (14) days after receipt of a validly issued tax invoice. If you fail to pay your Subscription Fee as agreed then we may immediately suspend or terminate your account and cease providing the Can Go Everywhere Services in whole or in part without notice.

4. LICENSE GRANT:

In connection with your use of the Can Go Everywhere Subscription Program, you grant us a non-exclusive, royalty-free, worldwide license (and, if applicable, with respect of User-Generated Content, agree to obtain the foregoing from the creating and/or submitting user) to use, copy, sublicense, encode, store, archive, distribute, transmit, modify, translate, create teaser content of, render into an audible format, publicly display, and publicly perform the Content in whole or in part. You will provide ongoing assistance to us with regard to technical, administrative, and service-oriented issues relating to the use, encoding, transmission, and maintenance of the Content, as we may reasonably request.

Your use of the Can Go Everywhere Program does not confer in us any right of ownership of the Content. The Content and updates to the Content will be provided to us in accordance with our formatting, delivery, and technical requirements as specified by us from time to time during the Subscription Period (including, but not limited, updating the Content directly through your account and/or our collection of the Content from your website).

5. DELETION OF CONTENT:

Upon any termination of the Can Go Everywhere Service, we reserve the right to permanently delete from our servers any and all information and Content contained in your account or otherwise relating to the provision of the Can Go Everywhere Service, including but not limited to order processing information, mailing lists, files, email, and any web pages generated by you or the Can Go Everywhere Service. We accept no liability for such deleted information or Content.

6. TERMINATION:

You cannot terminate a registration relating to your Can Go Everywhere Service prior to the conclusion of the Subscription Period. In the event of a termination of this Can Go Everywhere Service, all terms and conditions of these Can Go Everywhere Subscription Service Terms will survive until such time as all registrations related to a Can Go Everywhere Service have ended. Without limiting any other termination rights, we may immediately suspend or terminate your Can Go Everywhere Service, terminate your username and password, remove any Content within the Can Go Everywhere Service, if we conclude, in our sole discretion, that you:

- (a) have breached, violated, or acted inconsistently with your obligations under this Agreement, including any applicable policy of ours or any applicable law or regulation;
- (b) have provided false information in association with the Can Go Everywhere Service;
- (c) have failed to keep the Content and other information provided in connection with your Can Go Everywhere Service complete, true, and accurate (including but not limited to, information provided via your administration account and information provided during the business registration process, and in particular in relation to the self assessment questionnaire);
- (d) have failed to respond to any email communication sent to the email address you provide to us;
- (e) are engaged in fraudulent or illegal activities or the sale of illegal or harmful goods or services; or
- (f) are engaged in activities or sales that may damage the rights or reputation of us or others
- (g) Termination for Cause

Any Termination for Cause by us will take effect immediately, and you expressly agree that you may not have any opportunity to cure.

7. LIMITATION OF LIABILITY:

Notwithstanding any other provision in this Agreement, and to the extent permitted by law, in relation to our liability in association with the Can Go Everywhere Service, your sole and exclusive remedy is limited to the following, which we may choose in our discretion: (a) a pro rata refund of the Subscription Fee relating to the Subscription Period that was not fulfilled and/or (b) an extension of the Subscription Period with a refund representing any remaining unfulfilled Subscription Period at the end of such extended term.

8. ELECTRONIC SIGNATURES EFFECTIVE:

You accept the Agreement and the terms, conditions, and notices in connection with your registration contained or referenced herein by confirming your acceptance during the registration process. You acknowledge that this action creates an electronic signature that has the same legal force and effect as a handwritten signature. When you accept the terms contained therein, you consent to having the Agreement provided to you in electronic form and you also represent, warrant, and covenant that you are duly authorized to execute the registration for and on behalf of the business to which the registration relates.

I Accept the Terms and Conditions