

## Anelo App Terms of Use

### 1 Our Disclosures

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

- Our liability under these Terms is limited to the Fees paid by you over the immediately preceding 12 months, and we will not be liable for Consequential Loss, any loss that is a result of a Third Party Service or any Liability that arises as a result of your use of a parking, including loss or damage to your vehicle or personal injury.
- We do not provide parking and are not responsible for any of the equipment used in parking locations and by parking providers. We accept no liability for any Liability that arises as a result of your use of a parking, including loss or damage to your vehicle or personal injury.
- We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the App or for featuring certain products or services on the App.
- We may receive a benefit from parking providers when you use our App.

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

### 2 Introduction

- 2.1 These terms and conditions (**Terms**) are entered into between Anelo Pty Ltd (ACN 664 605 396) (**we, us or our**) and you, together the **Parties** and each a **Party**.
- 2.2 We provide a technology platform which allows customer to pay for parking at specific locations as set out on the app (**App**). You may use our App to pay the relevant amount for parking when leaving a car park. The period of time from which you enter a car park to the time that you exit the car park and pay all amounts payable in respect that parking is a **Session**.
- 2.3 In these Terms, **you** means the person or entity registered with us as an Account holder.

### 3 Acceptance and App Licence

- 3.1 You accept these Terms by ticking the "I accept" box on the App.
- 3.2 You must be at least 16 years old to use the App.
- 3.3 We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the App 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 and it adversely affects your rights, you may cancel your Account with effect from the date of the change in these Terms by providing written notice to us. If you cancel your Account, you will no longer be able to use the App on and from the date of cancelation.
- 3.4 If you access or download our mobile application from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.
- 3.5 We may use certain APIs, including Google Earth mapping services, including Google Maps API(s). Your use of third-party APIs may be subject to their terms of use.
- 3.6 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to download and use our App in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 3.7 When using the App, 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 App to defame, harass, threaten, menace or offend any person, including using the App to send unsolicited electronic messages;
  - (c) tampering with or modifying the App (including by transmitting viruses and using trojan horses);
  - (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the App; or
  - (e) facilitating or assisting a third party to do any of the above acts.

### 4 Anelo Services

- 4.1 We do not provide parking, nor do we provide any other services in relation thereto other than as set out in these Terms.
- 4.2 In consideration for your payment of the Fees, we agree to provide you with access to the App and any other services we agree to provide as set out in your Account.
- 4.3 We agree to use our best endeavours to make the App available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the App may be unavailable during the times we are performing such maintenance.

- 4.4 Should you be unable to access the App, or should you have any other questions or issues impacting on your use and enjoyment of the App, you must place a request via email. We will endeavour to respond to any support requests in a reasonable period.
- 4.5 You acknowledge and agree that the App may be reliant on, or interface with third party systems that are not provided by us (for example, providers of APIs which integrate with the App, cloud storage providers, 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 App due to a failure of the Third Party Services.
- 4.6 To the maximum extent permitted by law, we shall have no Liability to you for any scheduled or emergency maintenance that causes the App to be unavailable.

## 5 Accounts

- 5.1 You must register on the App and create an account (**Account**) to access the App's features.
- 5.2 You must provide basic information when registering for an Account including your name, surname, State, payment details and car registration number and email address and you must choose a username and password.
- 5.3 You may also register for an Account using your Facebook, Google or other social media network account (**Social Media Account**). If you sign in to your Account using your Social Media Account, you authorise us to access certain information on your Social Media Account including but not limited to your name and other basic information.
- 5.4 All personal information you provide to us will be treated in accordance with our Privacy Policy.
- 5.5 You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer or provide it to others.
- 5.6 You are responsible for keeping your Account details and your username and password 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.

## 6 Beta Services

- 6.1 For the purposes of this clause, "**Beta Services**" means any services, software or functionality provided by us that are not generally available to customers and which are designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.
- 6.2 From time to time, we may invite you to try Beta Services. You may accept or decline any such trial at your sole discretion. If you accept, we will provide you with access to the Beta Services at no additional cost.
- 6.3 You acknowledge and agree that:
- (a) any Beta Services are for evaluation purposes only and not for production use;
  - (b) the Beta Services may be subject to additional terms and conditions (which if applicable, will be provided to you and that you must accept before you are provided with access to the Beta Services);
  - (c) we have no obligation to maintain, support, update, or provide error corrections for the Beta Services; and
  - (d) we may discontinue Beta Services at any time at our sole discretion, and we reserve the right to never make the Beta Services generally available.

## 7 Payments

- 7.1 You may use the App to pay for parking by paying the fees outlined on the App (**Fees**).
- 7.2 You will be charged the Fees either:
- (a) at the end of every month for the Fees incurred during that period; or
  - (b) every time you use our App to pay for parking at the end of a Session.
- You will be informed of the payment terms through the App.
- 7.3 The payment methods we offer for the Fees are set out on the App. We may offer payment 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.
- 7.4 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. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third-party payment processor to debit your account in accordance with these Terms and you certify that you are either an account holder or an authorised signatory on the account for which you provide details.
- 7.5 We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- 7.6 The Fees are only refundable and cancellable in accordance with your Consumer Law Rights.

- 7.7 We may need to change what is available on the App (for example, the inclusions, exclusions, updated features) from time to time. If we change what is available on the App, we will endeavour to provide you with notice of the change.
- 7.8 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 all further Sessions paid for by you using our App. If the updated Fee is not acceptable to you, you may terminate your Account in accordance with the 'Termination' clause.

## 8 Our Intellectual Property

- 8.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the App, the App itself, and any algorithms or machine learning models used on the App (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- 8.2 We authorise you to use Our Intellectual Property solely for your personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Our Intellectual Property on your personal device, and you may not use Our Intellectual Property for any commercial purpose.
- 8.3 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 App, 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.
- 8.4 Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:
- (a) you do not assert that you are the owner of Our Intellectual Property;
  - (b) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
  - (c) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
  - (d) you comply with all other terms of these Terms.
- 8.5 This clause will survive the termination or expiry of these Terms.

## 9 Warranties

- 9.1 You represent, warrant and agree that:
- (a) you will not use our App, including Our Intellectual Property, in any way that competes with our business;
  - (b) there are no legal restrictions preventing you from entering into these Terms; and
  - (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete.

## 10 Australian Consumer Law

- 10.1 Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010 (Cth)*, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the App by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
- 10.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the App provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
- 10.3 Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the App) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
- 10.4 This clause will survive the termination or expiry of these Terms.

## 11 Liability

- 11.1 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for Consequential Loss;
  - (b) each 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 acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and
  - (c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Fees paid by you in the 12 months immediately preceding the act, event or omission giving rise to the Liability.

11.2 We do not provide parking and are not responsible for any of the equipment used in parking locations and by parking providers. We accept no liability for any Liability that arises as a result of your use of a parking, including loss or damage to your vehicle or personal injury.

11.3 This clause will survive the termination or expiry of these Terms.

## 12 Termination

12.1 **Cancellation of your Account:** You may request to cancel your Account at any time by notifying us via the 'cancel my Account' feature in your Account. Your cancellation will take effect from the time that there are no outstanding Fees payable to us and provided that you have paid for all Sessions.

12.2 Your Account 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.

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

12.4 Upon expiry or termination of your Account:

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

(b) where we terminate your Account as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.

12.5 Termination of your Account will not affect any rights or liabilities that a Party has accrued under these Terms.

12.6 This clause will survive the termination or expiry of these Terms.

## 13 Notice Regarding Apple

13.1 To the extent that you are using or accessing our App on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the App and any content available on the App.

13.2 Apple has no obligation to furnish you with any maintenance and support services with respect to our App.

13.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.

13.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

13.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.

13.6 You agree to comply with any applicable third-party terms when using our mobile application.

13.7 Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.

13.8 You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

## 14 General

14.1 **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).

14.2 **Assignment of Debt:** 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.

14.3 **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.

14.4 **Entire Terms:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties,

except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

- 14.5 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notifies the other party in writing about the Force Majeure Event and the extent to which it is unable to perform its obligations and uses reasonable endeavours to minimize the duration and adverse consequences of the Force Majeure Event.
- 14.6 **Governing law:** These Terms are governed by the laws of Western Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 14.7 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 14.8 **Publicity:** You agree that we may advertise or publicise the fact that you are a user of our App, including on our website or in our promotional material.
- 14.9 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 14.10 **Third party sites and payments:** The App 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 App, 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 on the App (**Affiliate Link**) or for featuring certain products or services on the App. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the App, or which (if any) third party links are Affiliate Links. We may receive a benefit from parking providers when you use our App.

## 15 Definitions

- 15.1 **Consequential Loss** means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into these Terms as the probable results of the relevant breach, act or omission, and/or, any 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. The Parties agree that your obligation to pay us the Fee under these Terms will not constitute "Consequential Loss".
- 15.2 **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control.
- 15.3 **Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trademarks, domain names, know-how, inventions, processes, trade secrets or confidential information, 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, whether or not registered or registrable.
- 15.4 **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:

Anelo Pty Ltd (ACN 664 605 396)

**Email:** [aneloenquiries@gmail.com](mailto:aneloenquiries@gmail.com)

**Last update:** 20 December 2022

© [LegalVision](#) ILP Pty Ltd