



## BT Loading Bay – Terms of Use

Welcome to the BT Transport & Logistics online load finder platform, BT Loading Bay.

Please read this document carefully. It sets out legally binding provisions which regulate Your use of Our website Platform (including any desktop and mobile versions of it).

These Terms of Use do not in any way affect Your rights and responsibilities under the Transport Services Agreement You have with Us.

By applying for a Job via Our Platform, You confirm that You have the capacity to fulfil the duties in a safe, professional and industry compliant manner, acknowledging Your responsibility and required compliance of the Chain of Responsibility (CoR).

### Operative Provisions

#### 1. Acceptance and modification of these Terms of Use

1.1. You may only access, browse and use our website platform (including any desktop and mobile versions of it) and the services that We make available through Our platform if You accept these Terms of Use. By accessing, browsing and/or using Our platform, You will be deemed to have confirmed that you have read and understand, and wholly and unconditionally agree to be legally bound by, and accept, these Terms of Use and any information linked to from these Terms of Use (including any Privacy Policy).

1.2. We may modify and/or replace these Terms of Use from time to time, and will notify You of the update using the email address that You enter into Your Platform Account.

1.3. We will always upload the latest version of these Terms of Use to this webpage.

1.4. If You do not wish to accept these Terms of Use, You must not and cannot use the Platform or any part of it.

#### 2. Definitions and Interpretation

2.1. Definitions in these Terms of Use:

**Business Day** means Monday – Friday excluding public holidays in Australia.

**Cargo** means a tangible item that can be transported.

**CoR** Chain of Responsibility

**Intellectual Property Rights** means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under article 2 of the convention establishing the World Intellectual Property Organization, and all rights to enforce any of the foregoing rights.

**Job** means a Transport Request Listing by Us on this Platform.

**Moral Rights** has the meaning given in the Copyright Act 1968 (Cth).

**Personal Information** has the meaning given in the Privacy Act 1988 (Cth).

**Personal Property Securities Register** means the Personal Property Securities Register established under the Personal Property Securities Act 2009 (Cth).

**Platform** means the BT Job Board website platform owned and/or provided by Us, the homepage URL of which is <https://www.jobboard.bttransportlogistics.com.au/> and also includes the Platform Services and any content, images, text and other information appearing on any page or screen of the website platform and any source code and object code in the platform, and also refers to any desktop and mobile versions of the website platform and any of Our associated smartphone applications.

**Platform Account** means Your account on the Platform that is setup when You register on the Platform.

**Platform Services** means the provision of information by Us about Our Jobs open for application by Our Registered Users, and receiving one application for the job.

**Registered User** means as set out in clause 4.1.

**Registered User Data** means Your company name, Your name, Your mobile phone number and Your email address provided to Us for communication.

**Terms of Use** means the terms and conditions set out on this webpage as amended by Us from time to time.

**We, Our and Us** means BT Transport & Logistics Pty Ltd [ABN 33 835 689 096] of 31-41 Kapara Road, Gillman SA 5013.

**You** means you, the person who accesses the Platform for any reason, whether or not You are a Registered User of the Platform.

## 2.2. Interpretation

In these Terms of Use:

(a) Headings and underlinings are for convenience only and do not affect the construction of these Terms of Use.

(b) A provision of these Terms of Use will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision.

(c) A reference to a statute or regulation includes amendments thereto.

(d) A reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of these Terms of Use.

(e) A reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made.

(f) A reference to time is to time in the Australian state of pickup of the Cargo, unless specified otherwise.

(g) A reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity.

(h) The words "includes", "including" and similar expressions are not words of limitation.

## 3. Access and use of the Platform by unregistered users

3.1. Unregistered users of the Platform may not use the Platform Services.

## 4. Registration

4.1. Registration is exclusively available to fully compliant, registered sub-contractors of Our company. We reserve the right to accept or reject any person's request for registration on the Platform in Our absolute discretion.

4.2. If You submit an application to register on the Platform, You will be deemed to have irrevocably agreed to be jointly and severally liable for any breach of these Terms of Use by that business entity.

4.3. You must ensure that You inform us of any changes to your email address and other contact details that may be used in relation to Our Platform.

4.4. We reserve the right to send an email to You with a hyperlink which requires You to verify that You are the owner or operator of the email address provided by You during registration as a sub-contractor.

4.5. If any of Your contact details or other information which You provide during the application process change, You must promptly update those details in Your Platform Account with Your up-to-date details and information.

4.6. You must not provide Your Platform Account name or the password for Your Platform Account to any person. You agree and acknowledge that You shall be solely responsible for the confidentiality of Your username and password and any use of Your Platform Account (including unauthorised use).

4.7. You must immediately notify Us if You become aware of any unauthorised use of Your Platform Account.

## 5. Fees or Charges

5.1. We do not charge You any fees or charges for use of this Platform.

5.2. You must pay all costs associated with accessing the Platform, including internet access costs, web browser and computer and smartphone equipment costs, telecommunications costs, data costs and roaming charges.

## 6. Availability of Platform Services

6.1. Subject to clauses 6.2, 6.3 and 6.4, while You are a Registered User of the Platform, We agree to use Our best endeavours to procure hosting of the Platform Services and the Registered User Data and to ensure that the Platform Services are available.

6.2. The availability of the Platform Services to You will be subject, in addition to any other provisions set out in these Terms of Use, to any bandwidth limitations, database size limitations, throughput limitations and other technical and non-technical limitations or restrictions set out in the Platform Services Description, and any planned and unplanned maintenance of the Platform and/or Our hosting providers and/or Platform activity monitoring security software.

6.3. You agree and acknowledge that the accessibility and use of the Platform, the Platform Services and the Registered User Data hosted by the Platform Services is highly dependent on the proper function of the

Internet and any other computer and telecommunications networks and infrastructure upon which the Platform and/or Platform Services and/or Registered User Data operate, interface with or connect to, and that We are not responsible for any non-performance of the Platform associated with any of those matters.

6.4. We do not guarantee that the Platform, Platform Services or access thereto will be uninterrupted or error-free, and You release and indemnify Us in respect of any loss and damage that We may incur and/or claims and/or complaints You may have against Us in respect of any interruption, error or unavailability of the Platform, Platform Services or any Registered User Data.

## **7. Usage Restrictions**

7.1. You may not make any use of the Platform except as permitted by these Terms of Use and may not do or authorise the commission of any act that would or might invalidate or be inconsistent with Our Intellectual Property Rights in the Platform. Without limiting the foregoing provisions, You must not, under any circumstances, sell or resell access to the Platform or scrape, data mine, republish, mirror or otherwise rent, lend, lease, sell, redistribute, sublicense, copy or duplicate the Platform or any content You obtain via the Platform (other than Your Registered User Data). In addition, You must not, nor may You permit any person to:

(a) copy, alter, modify, adapt, reproduce, republish, frame, translate, reverse assemble, reverse engineer, reverse compile, transfer, sell, licence, create derivative works from or enhance the Platform and/or any content in the Platform (except any of Your Registered User Data) (except as expressly permitted by the Copyright Act 1968 (Cth));

(b) do any act that would or might invalidate or be inconsistent with Our Intellectual Property Rights or those of Our licensors;

(c) use the Platform in any way that infringes Our rights or the rights of any third party;

(d) use the Platform to create any product or service that competes with the Platform; or

(e) take any steps to circumvent any technological protection measure or security measures in the Platform.

7.2. You must not use the Platform or any part of the Platform in any way which is in breach of any statute, regulation, law or legal right of any person.

7.3. You must not use the Platform or any part of the Platform in breach of these Terms of Use.

## **8. Acceptable Use Policy**

8.1. You agree that:

(a) using the Platform to violate all or any legal rights of any person or company or other entity in any jurisdiction is strictly prohibited by these Terms of Use;

(b) using the Platform in relation to crimes such as theft and fraud is strictly prohibited by these Terms of Use;

(c) using the Platform in breach of laws relating to the protection of copyright, trade secrets, patents or other intellectual property and laws relating to spam or privacy and whether such violation is by way of the installation or distribution of "pirated" software or otherwise, is strictly prohibited by these Terms of Use;

(d) introduction of malicious programs into Our network or servers (e.g., viruses, worms, Trojan horses, e-mail bombs) is strictly prohibited by these Terms of Use;

(e) revealing Your account password to others or allowing use of Your Platform Account by others is strictly prohibited by these Terms of Use;

(f) using another person's name, username or password or otherwise attempting to gain access to the Platform Account of any other person is strictly prohibited by these Terms of Use;

(h) using the Platform to carry out security breaches or disruptions of network communication is strictly prohibited by these Terms of Use. Security breaches include, but are not limited to, accessing data of which You are not an intended recipient or logging into a server or account that You are not expressly authorized to access or corrupting any data. For the purposes of this paragraph, "security breaches" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes;

(i) using the Platform to execute any form of network monitoring which will intercept data not intended for You is strictly prohibited by these Terms of Use;

(j) using the Platform to circumvent user authentication or security of any of Our hosts, networks or accounts or those of Our customers or suppliers is strictly prohibited by these Terms of Use;

(k) using the Platform to interfere with or deny service to anyone is strictly prohibited by these Terms of Use;

(l) using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, any person's use of the Platform is strictly prohibited by these Terms of Use;

and

(o) use of the Platform in breach of any person's privacy (such as by way of identity theft or "phishing") is strictly prohibited by these Terms of Use.

(p) All Registered Users that choose to use Our SMS and /or Email Alert Message (where available), acknowledge that they are an alert message only. All Transport Request Listings should be read in their entirety prior to applying for the Job, by logging into <https://www.jobboard.bttransportlogistics.com.au/>

## 9. Intellectual Property Rights

9.1. You agree and acknowledge that these Terms of Use do not transfer or assign any Intellectual Property Rights to You.

9.2. As between You and Us, We own all Intellectual Property Rights in the Platform.

9.3. You have no rights in the Platform or in any part of it or in any modification or enhancement thereof, other than the rights temporarily granted to You pursuant to these Terms of Use.

9.4. You agree that any Intellectual Property Rights in any comments that You may provide to Us in connection with the Platform or requests for new Platform features (each, an "Improvement Suggestion") becomes Our sole and exclusive property immediately upon You providing the Improvement Suggestion to Us, and You hereby assign all Intellectual Property Rights in all and any such Improvement Suggestions to Us effective as soon as You provide each Improvement Suggestion to Us or upload or post an Improvement Suggestion to the Platform, pursuant to section 197 of the Copyright Act 1968 (Cth) and in equity. You consent to the infringement by Us and any third party We authorise, of all Moral Rights that You may have in any Improvement Suggestions.

9.5. You must not take any step to invalidate or prejudice Our (or Our licensors') Intellectual Property Rights in the Platform or otherwise. Without limiting the foregoing provisions, You must not register any security interest or purchase money security interest on the Personal Property Securities Register, or otherwise encumber or charge Your rights in respect of Your Registered User Data or with respect to the rights granted to You by these Terms of Use to use the Platform.

## 10. Liability

10.1. While We agree to use Our best endeavours to provide information on this Platform that is accurate, correct, up-to-date and error free, this is subject to human error.

10.2. To the maximum extent permitted by law (and if permitted by law), We will not have any liability to You for any loss or damage howsoever incurred in relation to Your use of or inability to use the Platform.

## 11. Account Suspension and Termination

11.1. We may suspend your account if we have not received any or all documentation required for us to deem you a fully compliant sub-contractor with Us. You must maintain compliance to use this Platform.

11.2. We may terminate these Terms of Use and Your access to the Platform by notice to You if:

- (a) You breach any material term of **Our Transport Services Agreement with You**; or
- (b) You breach any material term of Our company's general Terms and Conditions; or
- (c) You breach any material term of these Terms of Use.

11.3. We may take down the Platform or any part of it or take the Platform or any part of it offline at any time without notice where reasonably necessary to protect Our legitimate commercial interests.

11.4. If you desire to terminate your use of the Platform, written confirmation (email accepted) of this request will be required.

## 12. Notices

12.1. Any notice issued to You from Us or from Us to You shall be in writing and sent by hand delivery, post or email. Where sent from Us to You, We shall use Your contact details for your Platform Account.

12.2. You may contact Us or send a notice to Us using Our contact details that are specified on Our website at <https://www.bttransportlogistics.com.au/contact-us>.

12.3. Any notice issued by hand shall be deemed delivered upon delivery.

12.4. Any notice issued by post shall be deemed delivered 3 Business Days after posting if posted domestically, or 10 Business Days after posting if posted internationally.

12.5. Any notice issued via email shall be deemed to be delivered upon receipt by the sender of an electronic read receipt or delivery receipt, or upon receipt of confirmation from the recipient that the recipient received the email.

12.6. We may send You email or other electronic messages concerning Your Platform Account and the Platform from time to time.

## 13. General

13.1. Other rights: All rights not expressly granted to Us in these Terms of Use are expressly reserved by Us.

13.2. Amendment: These Terms of Use may be amended by Us at any time. If you are a Registered User, We

will notify You of the amendments by providing notice in writing or via email (Amendment Notice) and if You do not agree to the amendments You can delete Your user account.

13.3. **Assignment:** You may not assign, transfer, license or novate Your rights or obligations under these Terms of Use without Our prior written consent. We may assign, transfer, licence or novate Our rights or obligations under these Terms of Use at any time, subject to Our Privacy Policy.

13.4. **Severability:** If any part of these Terms of Use is deemed invalid by a court of competent jurisdiction, the remainder of these Terms of Use shall remain enforceable.

13.5. **Australian Consumer Law:** The exclusions and limitations of liability set out in these Terms of Use shall apply to the fullest extent permissible at law, but We do not exclude or limit liability which may not be excluded or limited by law. Without limiting the foregoing provisions, We do not exclude liability under the Australian Consumer Law which is prohibited from being excluded.

13.6. **Additional Agreement:** These Terms of Use and any information linked to from these Terms of Use are additional to Our general Terms and Conditions and the Transport Agreement between You and Us.

13.7. **Jurisdiction:** These Terms of Use will be interpreted in accordance with the laws in force in South Australia. You and Us irrevocably submit to the non-exclusive jurisdiction of the courts situated in SA.

#### **14. CONFIDENTIAL INFORMATION**

14.1 The Registered User/Sub-contractor:

(a) acknowledges that information provided to the Registered User/sub-contractor on this Job Board is exclusively offered to Registered Users and the sub-contractor must not disclose this information to any third party or use this information for any other purpose than performing the duties for BT Transport & Logistics or affiliated divisions.

(b) may use Confidential Information solely for the purpose of performing their duties under their Transport Services Agreement;

(c) must keep Confidential Information confidential;

(d) may only disclose Confidential Information to persons who:

(i) are aware and agree that the Confidential Information must be kept confidential; and

(ii) have signed any confidentiality agreement required by Our Directors from time to time; and

(iii) have a need to know (and only to the extent that each has a need to know); or

(iv) have been approved by Our Directors.

14.2 The contractor's obligations of confidentiality do not extend to Information that:

(a) is, or after the day a consignment is executed becomes, public knowledge (otherwise than as a result of a breach of these Terms of use and Transport Services Agreement); or

(b) is required by law to be disclosed.