Terms of Use of the site

The site is published by Europear Australia, 189 South Centre Road, Tullamarine, Victoria (hereinafter "Europear").

Acceptance of the Terms & Conditions

Please read these Terms & Conditions carefully before using the Europear.com.au website or making reservations. They can be accessed via the hyperlink on the footer of each page on our website. You are advised to print them out and keep a copy.

Use of the Europear.com.au website implies acceptance without reserve of these Terms & Conditions, which include our Privacy Policy.

These Terms & Conditions are in addition to the special conditions valid for each type of product or service offered on the site.

Use

You undertake:

(a) not to use the Europcar.com.au website for illegal purposes or purposes that may damage the rights of Europcar International or third parties, and in particular, not to use the site to distribute damaging or illegal information, or information that is distasteful, discriminatory or offensive towards Europcar International or third-parties;

(b) not to disrupt access to the Europear.com.au website, access Europear International's computer systems, modify the site, use it to transmit computer viruses, hacking attacks, computer worms, etc, or commit misdemeanours likely to be qualified as computer crimes;

(c) not to infringe any patent, trade mark, trade secret, copyright, database right or other intellectual property rights of any person or entity;

(d) not to impersonate any person or entity, including, but not limited to, a Europear official, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(e) to comply with these general conditions of use.

If you do not comply with these obligations, Europear International reserves the right to immediately prohibit and block access to its website and to its network without damages.

Information on the Site

While Europear has made every effort to ensure that the information contained in the Europear.com.au website is correct at the time of going live, Europear cannot be held responsible for any errors or omissions or any information which may be incomplete, inaccurate or may have become out of date.

Intellectual Property / Copyright and trademark notice

The copyright and all proprietary rights in the Europcar.com.au website and all content are reserved by Europcar. The material contained within the Europcar.com.au website is the property of Europcar unless identified as belonging to third parties. The name Europcar and any other Europcar trademarks, logos or graphics displayed on the Europcar.com.au website are registered trademarks of Europcar or its affiliates. Other company and product or service names displayed on the Europcar.com.au website may be the

trademarks of their respective owners.

You are not granted any right or licence to use any trademarks and therefore agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the content of the Europear.com.au website and/or the products and services offered on the Europear.com website in whole or in part.

Links to third parties websites

There are several places throughout Europcar.com.au that may link you to other websites that do not operate under Europcar.com.au information privacy practices. When you click through to these websites, Europcar.com.au information privacy practices no longer apply. We recommend that you examine the privacy statements for all third party websites to understand their procedures for collecting, using, and disclosing your information.

Disclaimer of Warranty

Your use of the Europear.com.au website is at your sole risk. This website is provided on an "as is" and "as available" basis. Europear makes no warranty or representation that (i) the site will meet your requirements, (ii) it will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of Europcar.com.au will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors will be corrected. You will be solely responsible for any damage to your computer system or loss of data that results from the use of the site. No advice or information, whether oral or written, obtained by you from Europcar or through or from the Europcar.com.au website will create any warranty or other obligation not expressly stated in the relevant terms and conditions. Although reasonable precautions are taken to protect the security and integrity of wireless internet and network access, Europear cannot guarantee that use of a wireless connection will be secure. Accordingly, you agree to use such services at your own discretion and risk and acknowledge that you are solely responsible for any damage to your computer system or loss of data that results. To the fullest extent permitted by applicable law, Europear expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.

Limitation of Liability

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set out in this article may not apply. In particular, nothing in these Terms & Conditions will affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Europear. You expressly acknowledge and agree that Europear, its officers, directors, employees will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Europear has been advised of the possibility of such damages), resulting from use of the Europear.com.au website. You expressly acknowledge and agree that Europear will not be liable for the use or the inability to use the Europear.com.au website; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Europear.com.au website; (iii) unauthorised access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Europear.com.au website.

Privacy Policy

The terms of the Europear Privacy Policy are incorporated into these Terms and Conditions. You agree to the use of personal information by Europear in accordance with the terms of and for the purposes set forth in the europear.com.au Privacy Policy.

Security Policy

Europear uses secure technology in order to safeguard personal information and financial transactions. Europear complies with the procedures and security standards as further set out in the Europear Security Policy.

General

Any failure by Europear to exercise or enforce any right or provision of these Terms & Conditions will not constitute a waiver of such right or provision. If any provision of these Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions remain in full force and effect. The section titles in the Terms & Conditions are for convenience only and have no legal or contractual effect.

Applicable Law & Competent Court

These Terms and Conditions have been issued by Europear International and are accessible at www.europear.com The law that applies to these terms is the law of the country in which the vehicle is rented and courts in that country have jurisdiction to determine disputes.

Automotive Images, Copyright [2000 – current year] izmo, Inc.

All Rights Reserved. The automotive images contained herein that are owned by izmo, Inc. are protected under United States and international copyright law. Access to and use of these images is restricted by terms and conditions of a separate license agreement. Any unauthorized use, reproduction, distribution, recording or modification of these images is strictly prohibited.