

Website Terms of Use

1. Who we are and how to contact us

The Website is operated by Specialist Media Pty Ltd ACN 666 958 783 (**Company, we, us** and **our**). To contact us, please email info@traveldaily.com.au.

2. General

- (a) These Terms set out the terms on which you can make use of the Website and the content on the Website. Your access to and use of the Website constitutes your agreement to these Terms at that time of access or use. If you do not accept these Terms, you must refrain from using the Website.
- (b) Separate Subscriptions you may receive through our Website are governed by our Subscription Terms and Conditions, available on our website.
- (c) The Company reserves the right to change these Terms from time to time. Each time you wish to access the Website, please check these terms to ensure you agree to the terms that apply at that time. These terms were most recently updated on 23 July 2025.
- (d) Where possible, the Company will notify you of changes to these Terms. Your continued use of the Website following such notice will represent an agreement by you to be bound by the Terms as amended.

3. Use of the Website

- (a) You must not use the Website:
 - (i) in any way that is illegal or prohibited by any applicable federal, state, local or international law, regulation or code;
 - (ii) to transmit any unsolicited or unauthorised advertising or promotional material;
 - (iii) to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, creating a derivative work from the Website); and
 - (iv) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Website or Services, or which, as determined by us, may harm the Company or users of our Products or Services, or expose them to liability.
- (b) You acknowledge and agree that:
 - (i) we have compiled the Website on the basis of general information. Changes in circumstances after publication may affect the completeness or accuracy of this information. It is your responsibility to assess and verify the accuracy, completeness and reliability of the information on the Website; and
 - (ii) you must take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of

interference which may damage your own computer or software.

- (c) In accessing the Website, you warrant to us that you are the owner of or hold all necessary consents under the Privacy Laws to post, upload, input or otherwise submit materials to the Website (**Submissions**).

4. Suspend or withdraw the Website

You acknowledge and agree:

- (a) we maintain editorial control over the Website and may alter, amend, suspend or cease the operation of the Website at any time; and
- (b) we may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

5. Competitions and promotions

The Company may offer or otherwise make available competitions or promotions on the Website. Separate terms and conditions apply to those promotions, and are published on the Website.

6. Linked websites

All URLs on the Website are linked "as is" and are only used as references. Unless otherwise expressly stated, the Company does not:

- (a) sponsor, endorse nor necessarily approve of any material on sites linked from or to the Website;
- (b) make any warranties or representations regarding the quality, accuracy, availability, merchantability or fitness for purpose of any material on sites linked from or to the Website;
- (c) make any warranties or representations that material on other Websites to which the Website is linked does not infringe the Intellectual Property Rights of any person anywhere in the world; and
- (d) authorise the infringement of any Intellectual Property Rights contained in material in other sites by linking the Website to those other sites.

7. Intellectual Property Rights

- (a) All Intellectual Property Rights in the Website, including without limitation in all Material on the Website belong to or are licensed by us.
- (b) Subject to the conditions prescribed under the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, you may not in any form or by any means copy, adapt, reproduce (other than for the purpose of viewing the Website in your browser), store, modify, distribute, print, upload, display, publish or create derivative works from any part of the Website or commercialise any information obtained from any part of the Website without prior written consent from us or, in the case of any third party material, from the owner of the Intellectual Property Rights in that Material.

- (c) You must not otherwise infringe the Intellectual Property Rights in any Materials contained on the Website, including using the content on our Website for commercial purposes, without obtaining a licence to do so.
- (d) You hereby grant the Company a worldwide, sublicensable, royalty-free licence to use, reproduce, distribute, transmit, perform, display (publicly or otherwise), adapt, make derivative works of, and otherwise commercialise and exploit Submissions that are posted or uploaded by you onto this Website.

8. Privacy

- (a) We collect, use, store, and disclose your Personal Information in accordance with our privacy policy, located on the Website (**Privacy Policy**).
- (b) If you provide or make available to the Company any Personal Information about somebody else (**Third Party Personal Information**), you must provide all notifications and obtain all consents necessary to allow the Company to collect, store, use, and otherwise deal with the Third Party Personal Information lawfully in accordance with the Privacy Laws.

9. Cookies

You acknowledge and agree that:

- (a) we may use "cookies" to identify your computer or device accessing our Website and for other purposes, including to personalise and operate the Website for you;
- (b) the use of cookies may result in the collection of Personal Information about you, which may be used pursuant to our Privacy Policy; and
- (c) if you delete or refuse to accept cookies via your internet browser, we may not be able to provide you with the full functionality of our Website.

10. Disclaimers

To the maximum extent permitted by law, and without limiting any rights you may have under the Australian Consumer Law, the Company, its affiliates, officers, employees, agents and licensors:

- (a) make no representations, express or implied, as to the accuracy, availability or suitability of the information and data contained on the Website and all information is made available on an "as is" basis;
- (b) accept no liability for any use of information and data on the Website, including any reliance on it; and
- (c) accepts no liability for any interference with or damage to a user's computer, software or data occurring in connection with or relating to the Website or any site linked to the Website.

11. Liability and indemnity

- (a) To the maximum extent permitted by Law, Company's liability in connection with the Website is limited to \$50.
- (b) To the extent that any liability cannot be excluded, including under the Australian Consumer Law, then our liability will be limited to, at our election, the re-supply of the services or the payment of the cost of having the services supplied again.

- (c) Neither party is liable for Consequential Loss in connection with these Terms or the Website excluding in relation to clause 11(d).
- (d) You agree to indemnify us for all loss or damage, penalties, fines, expenses and costs arising from or relating to your breach of clauses 3, 7 and 8(b).

12. Other

- (a) If a dispute arises regarding these Terms, the laws of New South Wales, Australia apply and you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia in relation to any dispute.
- (b) If any provision of these Terms is found by any court or body of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable, unenforceable, or unreasonable, it shall be deemed severable to the extent that the remaining provisions of these Terms shall continue in full force and effect.

13. Definitions

Australian Consumer Law means schedule 2 to the *Competition and Consumer Act 2010* (Cth);

Intellectual Property Rights means any current and future intellectual and industrial property rights and interests throughout the world, registered or unregistered, including any patents, copyright and related rights, utility models, designs, trade marks, service marks, rights in relation to circuit layouts and databases, inventions, discoveries, trade secrets, know how, and improvements; trade, business, or company name, indication, source or appellation of origin; applications for, or rights to apply for registration of any of those rights; rights under licences and consents in relation to any of them; and any other forms of protection of a similar nature or having equivalent or similar effect to any of them now or in the future, whether registered or unregistered, for the duration of the rights and interests;

Materials means documents, written content, manuscripts, product labelling, specifications, designs, plans, reports, products, information, data, tables, schedules, databases, concepts, samples, inventions, tools, devices, procedures, processes, methods, formulae, calculations, sequences, scientific and technical information, studies, know-how, graphic layouts, logos, images, photographs, videos, films, sound recordings, audio recordings, charts, drawings, diagrams, source code, object code, executable code, software, test cases, and novel combinations of any of the above material;

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth);

Privacy Laws means the *Privacy Act 1988* (Cth) and any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under it, as amended from time to time; and

Products means any products offered by the Company on our Website, from time to time.

Services means any services offered by the Company on our Website, from time to time.